



CITY OF SEASIDE
CITY COUNCIL

AGENDA

REGULAR MEETING
COUNCIL CHAMBER
440 Harcourt Avenue
Thursday, June 7, 2018
7:00 PM

PLEASE TURN OFF YOUR CELL PHONES UPON ENTERING THE MEETING

1. **CALL TO ORDER**

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

Ralph Rubio	Mayor
Dennis Alexander	Council Member
Jason Campbell	Council Member
David R. Pacheco	Council Member
Kayla Jones	Council Member

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

4. **REVIEW OF AGENDA**

If there are any items that arose after the 72-hour posting deadline, this is the point in the meeting where a vote may be taken to add the item to the agenda. (A 2/3-majority vote is required).

5. **PUBLIC COMMENT**

Members of the public wishing to address the City Council on matters within the jurisdiction of the City of Seaside, but not on this agenda, may do so during the Public Comment period for up to three minutes. Public Comments on specific agenda items are heard under that item. For the public record, please state your name.

6. **PUBLIC AGENCY COMMUNICATIONS**

This is a time specifically set aside for representatives of public agencies to make brief comments of general interest to the City Council and the community.

7. **PRESENTATIONS**

**A. PRESENTATION ON STATUS OF THE 2018 ILLEGAL FIREWORKS
ENFORCEMENT PLAN**

8. **CONSENT CALENDAR**

The Consent Calendar includes routine items that can be approved with a single motion and vote. A member of the City Council or a member of the public may request that any time be pulled from the Consent Calendar for separate consideration.

A. **APPROVE MINUTES OF MAY 17, 2018**

RECOMMENDATION: It is recommended that the minutes be reviewed and approved.

B. **APPROVE AND FILE CITY CHECKS**

PURPOSE & RECOMMENDATION: It is requested that the City Council approve and file the accounts payable and wired payments made during the period of May 5, 2018 through May 25, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the periods of May 10, 2018 and May 24, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$2,575,796.40.

C. **APPROPRIATE \$15,000 TO THE OLDEMEYER CENTER BOILER REPLACEMENT PROJECT AND AWARD A CONSTRUCTION CONTRACT TO STEPHENS CONSTRUCTION INC.**

PURPOSE & RECOMMENDATION: The purpose of the item is to have the City Council consider appropriating \$15,000 to the Oldemeyer Center Boiler Replacement project and award a construction contract to Stephens Construction for an amount not to exceed Ninety Nine Thousand Seven Hundred Fifty (\$99,750) for the Oldemeyer Center Boiler Replacement Project.

D. **RESOLUTION APPROVING A TWO-YEAR AUDIT CONTRACT WITH CLIFTON LARSON ALLEN LLP**

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to review and consider a resolution approving a two-year audit contract with CliftonLarsonAllen LLP.

E. **ADOPT A RESOLUTION AUTHORIZING SURPLUS OF FIRE DEPARTMENT 2003 FORD F550 PICKUP TRUCK AND TRAILER AND APPROVE DONATION TO THE CALIFORNIA FIRE MECHANICS ACADEMY A 501(c) 6 CORPORATION.**

PURPOSE & RECOMMENDATION: It is requested that City Council adopt a resolution authorizing the surplus a 2003 F550 pickup truck and trailer previously used as the fire department hazardous materials emergency response unit. In addition authorize donation of stated equipment to the California Fire Mechanics Academy, a 501(c) 6 Corporation.

F. APPROVE A RESOLUTION ALLOWING THE CLOSURE OF BROADWAY AVENUE FROM HILLSDALE STREET TO ALHAMBRA STREET FOR A CERTIFIED FARMER'S MARKET SATURDAYS FROM 8:30AM TO 3:00PM BETWEEN JUNE 16 AND SEPTEMBER 29, 2018

PURPOSE & RECOMMENDATION: The purpose of this item is to request that Council approve a resolution approving the closure of Broadway Avenue from Hillsdale Street to Alhambra Street for a Certified Farmer's Market on Saturdays from 8:30 am to 3:00 pm between June 16 and September 29, 2018.

G. APPROVE DRAFT RESOLUTION AND AUTHORIZE THE USE OF \$81,284 IN EXCESS FUNDS FROM A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR THE PURCHASE AND INSTALLATION OF A FIRE STATION ALERTING SYSTEM WITH \$8,128 IN CITY-MATCHING FUNDS.

PURPOSE & RECOMMENDATION: It is recommended that the City Council authorize the use of \$81,284 in excess funds from a Regional Assistance to Firefighters Grant (AFG) for the purchase and installation of a fire station alerting system with \$8,128 in City-matching funds. The Federal Funds are available due to the scope of work being completed with the purchase and installation of mobile and portable radios for the fire and public works departments.

H. RESOLUTION APPROVING A BUDGET ADJUSTMENT OF \$35,000 FOR THE WATER MAIN REPLACEMENT PROJECT FY 2018

PURPOSE & RECOMMENDATION: The purpose of this item is to have the City Council consider appropriating \$35,000 from the FY 2017/2018 Water Security Updates project to the FY 2017/2018 Water Main Replacement project.

I. APPROVE A FEE WAIVER REQUEST FROM NARCOTICS ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A WOMEN'S BRUNCH

PURPOSE & RECOMMENDATION:

The purpose of this item is for City Council to consider the request from Narcotics Anonymous to waive fees associated with their Women's Brunch on January 26, 2019.

Staff recommends approving the following:

1. 50% reduction in room rental fees
2. rganization to provide insurance coverage
3. Organization to pay only the non-refundable portion of the facility maintenance deposit

J. RESOLUTION APPROVING A CONTRACT WITH RICHARDS WATSON GERSHON FOR BOND COUNSEL AND DISCLOSURE COUNSEL LEGAL SERVICES FOR THE PROPOSED \$10 MILLION FINANCING FOR STREET IMPROVEMENTS

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to review and consider a resolution approving a contract with Richards Watson Gershon for bond counsel and disclosure counsel legal services for the proposed \$10 million financing for street improvements.

K. RESOLUTION APPROVING A CONTRACT WITH C.M. DE CRINIS & CO., INC. FOR MUNICIPAL ADVISORY SERVICES FOR THE PROPOSED \$10 MILLION FINANCING FOR STREET IMPROVEMENTS

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to review and consider a resolution approving a contract with C.M. de Crinis for municipal advisory services for the proposed \$10 million financing for street improvements.

9. PUBLIC HEARING

A. SECOND READING OF MUNICIPAL CODE AMENDMENT TO CHAPTER 9.08, SECTION 9.08.60 OF THE SEASIDE MUNICIPAL CODE TO ALLOW ACCESS TO CITY OF SEASIDE PARKS BY SUPERVISED ON-LEASH DOGS (SECOND READING, ROLL CALL VOTE)

PURPOSE & RECOMMENDATION: The purpose of this item is for the City Council to conduct a second reading on a proposed text amendment to Section 9.08.060 of the Seaside Municipal Code allowing access to City of Seaside parks by supervised and on-leash dogs. It is recommended that the City Council adopt the proposed ordinance.

B. RECEIVE A PRESENTATION, CONSIDER AND CONDUCT A PUBLIC HEARING ON THE PROPOSED 2018-2019 GENERAL AND OTHER FUNDS OPERATING BUDGET AND 2019-2020 BUDGET PLAN, CAPITAL IMPROVEMENT PROGRAM, POSITION CONTROL LIST AND SALARY SCHEDULE, AND THE RESERVE AMOUNTS

PURPOSE & RECOMMENDATION: The purpose of this item is to give the City Council and the Successor Agency Board the opportunity to receive a presentation, consider and conduct a public hearing on the Proposed 2018-2019 General and other funds operating budgets and the 2019-2020 Budget Plan, capital improvement program, position control list and salary schedule, and the reserve amounts.

C. REVIEW, DISCUSS, AND CONDUCT A PUBLIC HEARING ON THE PROPOSED 2018-2019 FEE SCHEDULE

PURPOSE & RECOMMENDATION: The purpose of this item is to give the City Council the opportunity to review, consider and conduct a public hearing on the 2018-2019 Proposed Fee Schedule for the City of Seaside.

D. INTRODUCTION OF AN ORDINANCE ADOPTING TEXT AMENDMENTS TO CHAPTER 10.32 AND 17.34 OF THE SEASIDE MUNICIPAL CODE TO AMEND REGULATIONS FOR THE PARKING OR PLACEMENT OF VEHICLES ADVERTISED FOR SALE, HIRE, OR RENTAL CITYWIDE.

PURPOSE & RECOMMENDATION: In accordance with Section 17.74.040.A of the Seaside Municipal Code (SMC), the purpose of this item is to have the City Council consider the proposed text amendments to Chapters 10.32 and 17.34 in order to amend regulations for the parking or placement of vehicles advertised for sale, hire, or rental citywide as defined in the Draft Ordinance. A Negative Declaration has been prepared for the proposed text amendments.

10. BUSINESS ITEMS

A. DISCUSSION OF FINDINGS OF FISCAL ANALYSIS OF A COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY (CRIA) AND CONSIDERATION OF CONTRACT AMENDMENT WITH KOSMONT AND ASSOCIATES, INC. TO COMPLETE THE REMAINING STEPS IN THE FORMATION OF A CRIA.

PURPOSE & RECOMMENDATION: To discuss the findings of fiscal analysis of a potential Community Revitalization and Investment Authority and the subsequent steps required to implement a district. The consultant team, Kosmont Company, Inc. have completed the fiscal analysis and have facilitated discussions with taxing entities. Also being considered is the required amendment to the consultant contract.

B. TO DISCUSS AND APPROVE THE CREATION OF CITY COUNCIL LIAISONS TO BOARDS, COMMISSIONS AND COMMITTEES

PURPOSE & RECOMMENDATION: To discuss and approve the outlining structure for the creation of City Council Liasions to Boards, Commissions and Committees.

11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS

This is a time specifically set aside for members of the City Council, the City Manager and City Attorney to make brief comments of general interest to the community, make requests that items be added to future City Council meeting agendas as necessary and report on committee assignments.

12. ADJOURNMENT

Next Regularly Scheduled Meeting:
June 21, 2018
7:00 PM

The City of Seaside is committed to providing accessible facilities and accommodating people with disabilities in all of its services programs and activities. If special considerations are needed by any person to fully participate in this meeting, they are asked to contact the City Clerk at 899-6707 no fewer than two business days prior to the meeting to allow reasonable arrangements. The City Council chamber is equipped with a portable microphone and assisted listening devices are available at all meetings. City Council Meetings that are held in the City Council Chambers are broadcast live to all Seaside residents on Comcast Channel 25 and U-verse Channel 99. Meetings are also available through live streaming at:

<http://cyp.telvue.com/player?id=T01629&video=52314&noplaylists=1&width=400&height=300>

Videos of past meetings are available on demand through the City's website: <http://www.ci.seaside.ca.us>

Agenda-related writings or documents provided during public meetings are available for public inspection during the meeting or from the office of the City Clerk. This agenda is posted in compliance with California Government Code Section 54954.2(a) or Section 54956.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 7.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Judy Veloz, Commander
Dan Meewis, Recreation Supervisor
Lesley Milton-Rerig, City Clerk

DATE: June 7, 2018

**SUBJECT: PRESENTATION ON STATUS OF THE 2018 ILLEGAL FIREWORKS
ENFORCEMENT PLAN**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to receive a presentation on the status of the 2018 illegal fireworks operations plan.

BACKGROUND

The Seaside Police Department, in partnership with the Seaside Fire Department, formulated an operations plan for illegal firework suppression beginning in May and continuing through July of 2018. The operation is designed to focus on public education, and the safety of citizens, visitors, and property from use of illegal fireworks.

PUBLIC OUTREACH

City staff designed a comprehensive public education program that included print and electronic media that warned of the consequences for the possession or use of illegal fireworks, how to report illegal fireworks and information about the City of Seaside's professional fireworks event. Electronic advertisements were developed and deployed via social media and through the city's website that discourage illegal fireworks and encourage attendance. All public education media is bilingual.

The following public outreach has been or will be conducted during the month of June:

- Postcards mailed to all residents in the City
- Large posters will be distributed to businesses and organizations for window placement
- Flyers will be distributed to neighborhood and business watch groups
- Postcards will be distributed at City facilities, the library and at all events and public

outreach opportunities until the holiday.

- Commercial developed for television advertising about the event and enforcement
- Information has been posted on the City's website about the use of drones for illegal firework enforcement, and ways to report illegal firework including through the City's crime tip website <http://www.tipsoft.com/index.asp?P=WebTips>.
- A letter distributed by Seaside Police Personnel to properties known to have illegal fireworks warning them of consequences for possession or use of illegal fireworks by tenants or others on their property.
- Public Works will be placing changeable messaging signs (CMS) at Fremont Blvd. at Kimball Ave., Canyon Del Rey Blvd. at Del Monte Blvd., and LaSalle Ave. at Fremont Blvd beginning on June 20, 2018.
- School Resource Officer presentations at Seaside High School and Seaside Middle School educating students on safe practices for using safe and sane fireworks, the consequences for using illegal fireworks, and how to report information to the police about illegal fireworks. She also encouraged students to attend the City's firework event with their families.

STAFFING & ENFORCEMENT

In addition to the public education program, the Police Department has coordinated with the Peninsula Regional Violence Narcotics Team (PRVNT) to gather possible intelligence on illegal fireworks being brought into the City. For all Seaside Police personnel, all holiday, vacation, and regular days off have been cancelled for July 4, 2018 to ensure full staffing for the event. Additionally, contracts have been executed with Monterey County Sheriff's Department for event security and the California Highway Patrol for traffic control at the fireworks event as well as additional enforcement for the holiday.

FAMILY FIREWORKS EVENT

As a way to provide an alternative to illegal fireworks in the City of Seaside the City will be hosting a family friendly event at Baoyonet Blackhorse golf course that will feature live music, food, fun and a professional fireworks sky concert. This event will begin at 4:30 PM and the fireworks sky concert is scheduled to begin at 9:30 PM. Local vendors will be providing food and arts and games. This event is free to the public. Final details for the event are still underway including a possible free shuttle from various locations in the City to the event location.

FISCAL IMPACT

The estimated fiscal impact of the event is as follows:

Public Outreach:

\$4,900 for public education outreach, printing and mailing costs.

Enforcement:

\$23,120 for public safety enforcement throughout the City

\$13,000 for event security provided by Monterey County Sheriff

\$2,350 for traffic control provided by California Highway Patrol

Event:

\$40,000 for the Family fireworks event including the fireworks sky concert

\$83,370 Total Anticipated Event Costs

ATTACHMENTS

1. Flyer - ENGLISH Half + Half
 2. Flyer - SPANISH Half + Half
 3. Postcard - BILINGUAL
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

THE CITY OF SEASIDE'S FIRST FOURTH OF JULY FAMILY FIREWORKS CELEBRATION

Wednesday, July 4 from 4:30 PM - 10 PM
Bayonet Black Horse Golf Course - 1 McClure Way

RED, WHITE AND BLUES - FREE EVENT



Kaye Bohler - 5:30 PM



Tommy Castro and
the Painkillers - 7:30 PM



Fireworks - 9:30 PM

Arts & Crafts • Carnival Games • Petting Zoo • Pony Rides • Rock Wall • Air Jumpers
Face Painting • Craft Vendors • Food Vendors • Live Entertainment • Prizes • Bounce Houses

www.ci.seaside.ca.us



@SeasideCA



@City_of_Seaside

2018 Citywide Zero Tolerance Policy

Municipal Code: 8.32 General prohibition against possession, use, or sale of illegal fireworks.

NO ILLEGAL FIREWORKS

\$2,500 FINE

Help keep Seaside safe by reporting illegal fireworks:

831-394-6811

(Non-Emergency)

Text "SSPDTIPS" + Message: 274637

Anonymous Tip Line: 831-899-6282

Online: tinyurl.com/SeasideTip

EL PRIMER CUATRO DE JULIO FAMILIAR DE LA CIUDAD DE SEASIDE CELEBRACIÓN CON CUETES

Miércoles, 4 de Julio de 4:30 PM - 10 PM
Campo de golf de Bayonet Black Horse - 1 McClure Way

RED, WHITE AND BLUES – EVENTO GRATIS



Kaye Bohler - 5:30 PM



Tommy Castro and
the Painkillers - 7:30 PM



Cuetes - 9:30 PM

Artesanías • Juegos de carnaval • Zoológico interactivo • Paseo en pony • Pared de roca • Brincolín inflable
Pinta-caritas • Vendedores de artesanías • Vendedores de comida • Entretenimiento en vivo • Premios • Brincolín

www.ci.seaside.ca.us



@SeasideCA



@City_of_Seaside

Póliza de cero tolerancia en toda la ciudad en el 2018

Codigo Municipal: 8.32.030 Prohibición general contra la posesión, el uso o la venta de cuetes ilegales

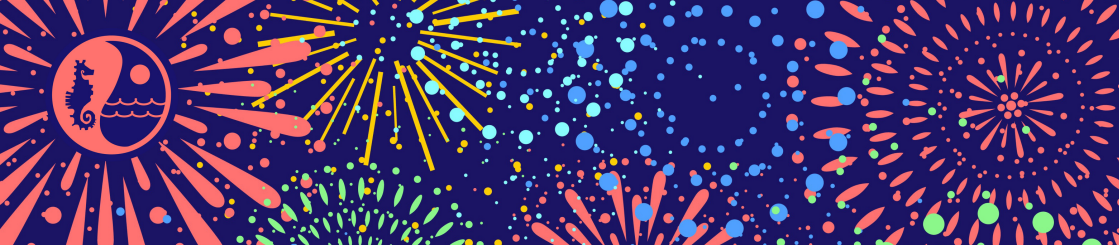
NO CUETES ILEGALES

MULTA DE \$2,500

Ayuda a mantener a Seaside seguro informando sobre cuetes ilegales:

831-394-6811
(No-Emergencia)

Línea de denuncia anónima: 831-899-6282
Envíe la palabra "SSPDITIPS" y su mensaje de texto: 274637
En línea: tinyurl.com/SeasideTip



THE CITY OF SEASIDE

FOURTH OF JULY FIREWORKS CELEBRATION

RED, WHITE AND BLUES - FREE EVENT / GRATIS

Cuatro de Julio Celebración de Fuegos Artificiales

July 4 from 4:30 PM - 10 PM

Bayonet Black Horse Golf Course - 1 McClure Way

www.ci.seaside.ca.us  @SeasideCA  @City_of_Seaside

**2018 Citywide Zero
Tolerance Policy:**

NO ILLEGAL FIREWORKS

You Light It, We'll Cite It

**\$2,500
FINE**

Póliza de cero tolerancia en
toda la ciudad en el 2018:

**NO FUEGOS
ARTIFICIALES ILEGALES**

Multa de \$2,500



Municipal Code: 8.32 General prohibition against possession, use, or sale of illegal fireworks.

Prohibición general contra la posesión, el uso o la venta de fuegos artificiales.

REPORT ILLEGAL FIREWORKS



REPORTE FUEGOS ARTIFICIALES ILEGALES

831-394-6811 Non-Emergency
No-Emergencia

Anonymous Tip Line 831-899-6282
Text "SSPD TIPS" + Message 247-637
Online / En línea tinyurl.com/SeasideTip



DRAFT MINUTES

CITY OF SEASIDE
CITY COUNCIL

MEETING
COUNCIL CHAMBER
Thursday, May 17, 2018
7:00 PM

1. **CALL TO ORDER**

Mayor Rubio called the meeting to order at 7:22 PM

2. **ROLL CALL – ESTABLISHMENT OF QUORUM**

PRESENT: Alexander, Campbell, Jones, Pacheco, Rubio

3. **INVOCATION AND PLEDGE OF ALLEGIANCE**

Associate Pastor Areaseal Sims provided the invocation and Council member Pacheco lead the Pledge of Allegiance.

4. **REVIEW OF AGENDA**

Council member Campbell requested that item 10B be re-noticed for another meeting, since contract on this item has been changed multiple times and did not have adequate time to review it. Council member Campbell made motion to reschedule item 10B. There was discussion by the Council. Mayor Rubio opened public comment, seeing none, he brought it back to the dais. Council voted to move forward with item at current meeting by roll call vote: Council member Jones, no; Council member Pacheco, no; Council member Campbell, yes; Mayor Pro Tem Alexander, no; Mayor Rubio, no.

5. **PUBLIC COMMENT**

Mayor Rubio invited comments from the public.

Tom Mancini, resident, Cal Am tore corner of Luzern and Hilby, is a mess. Staff has said they will fix it, but it hasn't been done.

Sandra Gray, Art Program Coordinator, invited the Council and the community to the reception for the current exhibit, which is to honor all the mothers of the world; it is produced by Hijos del Sol which is run by Jose Ortiz. Event is Friday, May 18th, 7-8:30 p.m.

River Navaille, Seaside High Drama Teacher and Advisory Council for Palenke Arts, invited Council to a play written by students Friday, May 18th, 7:00 p.m., in the center of campus, donations are appreciated; another performance will also take place on Saturday, May 19th, 7:00 p.m., please show support by attending. Another event is the 3rd Annual Palenke Arts Festival, June 3rd, 12-4 p.m., Laguna Grande Park, event is free.

6. **PUBLIC AGENCY COMMUNICATIONS**

Administrative Analyst, Sharon Mikesell, spoke to the Sea Stars, Robert's Lake Community Clean Up event, on Saturday, June 2nd, 9-11 a.m.

7. **PRESENTATIONS**

A. **PROCLAMATION DECLARING MAY 20-26, 2018 AS “NATIONAL PUBLIC WORKS WEEK” IN THE CITY OF SEASIDE**

Mayor Rubio read and presented proclamation declaring May 20-26, 2018 as "National Public Works Week" to the city's public works department crew. City Engineer Rick Riedl accepted proclamation.

8. **CONSENT CALENDAR**

Felix Bachofner requested to pull item 8C. Mr. Bachofner requested a brief presentation on behalf of the residents; asked why the residential amount on services going up what seems to be higher than the consumer price index. At what point can the city contract with Greenwaste make it so that the increases are uniform across the board, why are the increases not uniform? Would appreciate a brief presentation.

Bob Colbo, resident, question about the rates; how new rates will compare with rates that were in place with Waste Management before the change to Greenwaste.

Ian Oglesby, resident, asked Council to look at the books to check if that is a reasonable rate. Also, check with Greenwaste on the annual trash pickup.

No further comments from the public. Mayor Rubio closed public comment.

Deputy City Manager-Administrative Services, Daphne Hodgson, was not able to answer the question on the comparison of the Waste Management and Greenwaste, there has to be some research done. She answered other questions made. Council had questions for Ms. Hodgson that were answered.

On motion by Council Member Jason Campbell and seconded by Mayor Pro Tem Dennis Alexander and passed by the following vote the City Council approved consent calendar.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco,
Kayla Jones

NOES: None

A. **APPROVE MINUTES OF MAY 3, 2018**

Action: Approved

B. **APPROVE AND FILE CITY CHECKS**

Action: Approved

C. **CONSIDER ADOPTION OF A RESOLUTION APPROVING GARBAGE COLLECTION RATES FOR FISCAL 2018-2019**

Action: Adopted

D. APPROVE A FEE WAIVER REQUEST FROM ACTION COUNCIL OF MONTEREY COUNTY AND PALENKE ARTS ORGANIZATION TO USE LAGUNA GRANDE PARK TO HOLD THEIR THIRD ANNUAL PALENKE ARTS MUSIC FESTIVAL

Action: Approved

E. APPROVE RESOLUTION AWARDING A CONTRACT TO GARLAND/DBS, INC. THROUGH U.S. COMMUNITIES GOVERNMENTAL PURCHASING ALLIANCE IN THE AMOUNT OF THREE HUNDRED EIGHT THOUSAND EIGHT HUNDRED SIXTY SIX DOLLARS (\$308,866) FOR CONSTRUCTION OF A NEW ROOF AT THE OLDEMEYER CENTER.

Action: Approved and Authorized

F. AUTHORIZE THE CITY MANAGER TO SIGN AN AGREEMENT BETWEEN THE STATE OF CALIFORNIA AND THE CITY OF SEASIDE FOR ACCEPTANCE OF A TYPE II HAZARDOUS MATERIAL EMERGENCY RESPONSE VEHICLE, TRAINING AND EQUIPMENT AT NO COST TO THE CITY.

Action: Authorized

G. APPROVE RESOLUTION ESTABLISHING AN ON-CALL LIST FOR ENGINEERING SERVICES

Action: Approved and Authorized

H. APPROVE A RESOLUTION AUTHORIZING THE POLICE DEPARTMENT TO PURCHASE NEW PATROL RIFLES

Action: Approved

9. PUBLIC HEARING

A. ADOPTION OF ORDINANCE MODIFYING MUNICIPAL CODE CHAPTER 2.14 UPDATING THE CONFLICT OF INTEREST CODE AND ELIMINATE CHAPTER 2.10 POLICE RESERVE (SECOND READING, ROLL CALL VOTE)

Mayor Rubio opened the public hearing and had no requests to speak.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Jason Campbell and passed by the following roll call vote the City Council adopted Ordinance modifying Municipal Code Chapter 2.14 updating the Conflict of Interest Code and eliminate Chapter 2.10 Police Reserve.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

B. CONSIDERATION OF MUNICIPAL CODE AMENDMENT TO CHAPTER 9.08, SECTION 9.08.60 OF THE SEASIDE MUNICIPAL CODE TO ALLOW ACCESS

TO CITY OF SEASIDE PARKS BY SUPERVISED ON-LEASH DOGS (FIRST READING, ROLL CALL VOTE)

Recreation Director, Nancy Towne, presented item. She spoke to the amendment allowing access to city parks by supervised on-leash dogs. Ms. Towne presented the current municipal code section 9.08.60 and the proposed code changes. Ms. Towne answered questions from the Council.

Council member Campbell asked that if bags and signs are part of the plan for the designated parks.

Mayor Pro Tem Alexander commented that this is long overdue. He would like to make sure that residents are responsible for their dogs.

Mayor Rubio mentioned that he is glad to see this is happening. He commented that this is a good quality of life amendment.

Mayor Rubio opened the public hearing.

Helen Rucker, resident, was concern with dogs in the park during the Sunday Blues. Ms. Towne reiterated that dogs will not be allowed at any community events.

Gertrude Smith, resident, is concern with homeless people who have dogs and don't always have leashes. She suggested making sure they are aware of the new rules and providing them leashes.

Resident, question for staff, is the signage going to be in English only or bilingual or multilingual. Ms. Towne responded that signage will be bilingual.

Council member Pacheco, commented that we should celebrate Seaside becoming a dog friendly city and not look at it in a negative way.

Council member Campbell, mentioned the security aspect; it has many benefits. Asked if there is any ordinance against aggressive dogs. Ms. Towne responded that the ordinance does mention it, but not in detail.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following roll call vote the City Council of the City of Seaside approved Municipal Code Amendment to Chapter 9.08, Section 9.08.60 of the Seaside Municipal Code to allow access to City of Seaside Parks by Supervised on-leash dogs.

RESULT: **Approved**

AYES: Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones

NOES: None

C. PUBLIC HEARING TO CONSIDER THE 2018-2019 ANNUAL ACTION PLAN FOR SEASIDE'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Administrative Analyst, Sharon Mikesell, presented the 2018-2019 annual action plan for the CDBG program. She announced that there was more funding than expected. She spoke

to the impact to the categories, the public service sub recipients and the adjustments to public services; she spoke to the projects sub recipients and the adjustments to projects. The next steps consist of the public hearing on the Annual Action Plan, the Annual Action Plan (to be adjusted per contingency provisions) and authorization to submit AAP and other required SF-424 certifications, then the Annual Action Plan will be submitted to HUD within 60 days of funding announcement, but no later than August 16, 2018 per federal statute. The AAP will be adjusted to reflect actual available amounts. Thanked everyone who participated in the CDBG planning process. Ms. Mikesell answered questions from the Council.

Council member Pacheco, had question in regards to the Veterans Transition Center if amount they will be receiving is for homeless services? Ms. Mikesell responded that, that was for construction project to house homeless veterans. Council member Pacheco wanted to make sure it was for the homeless.

Mayor Pro Tem Alexander, mentioned he is glad to see its moving forward. Had question on the Lead Me Home Plan, is there anywhere there to contact Peninsula Foundation? Because they have a lot of contacts that work with 501c3 that work specifically with homeless asked Ms. Mikesell to contact them.

Mayor Rubio invited comments from the public.

Tom Mancini, on Veterans Transition Advisory Council, appreciates funds they will be receiving. Will help with upgrading 1-2 buildings.

Ian Oglesby, resident, good program.

Council member Pacheco, commented that he has attended CDAC meetings and would like to thank the committee for their hard work and staff for their hard work. They are very actively engaged in the community.

Council member Campbell, seconded what Council member Pacheco said and appreciates all their hard work.

Mayor Pro Tem Alexander agreed.

Mayor Rubio, also thanked CDAC for all their work. Mentioned that a lot of the work that the committee is doing used to be done by consultants and that really makes a big difference to have the community engaged in a detailed process.

Council member Campbell also thanked the participants.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Kayla Jones and passed by the following vote the City Council Approved the 2018-2019 Annual Action Plan for Seaside's Community Development Block Grant Program.

RESULT:	Approved
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None

10. **BUSINESS ITEMS**

A. RECEIVE A PRESENTATION ON THE PROGRESS OF THE OAK WOODLAND CONSERVATION PLAN (OWCP) PROJECT ON FORMER FORT ORD AND PROVIDE DIRECTION ON PREFERRED CONCEPT

Senior Project Manager, Aaron Harwin, Denise Duffy & Associates, Inc., presented the Oak Woodland Conservation Plan Project update. She provided an update and introduced the draft concepts. She presented the concepts that have been considered and the preferred concepts. She provided a handout to the Council with all of the Fort Ord Reuse Policies and Programs that are required for the project to move forward. She also made a clarification to the agenda report which states that a project update would be provided to the Board of Supervisors tentatively Tuesday, May 22nd and said that has been confirmed. Ms. Harwin provided background on the project. She mentioned that the Fort Ord Reuse Plan requires Oak Woodland Conservation Area within specific development parcels. It requires area to be managed and monitored and it only applies to the City of Seaside and the County. An Oak Tree Protection Program and Ordinance is also required. She reminded Council of the specified area. She presented the project update and mentioned that after meeting in November they finalized the biological baseline report, worked with City and County staff to refine, City staff recommended adding area west of CCCVC, County Fort Ord Committee Concept "5A" was added in is the concept that is going in front of the Board of Supervisors. At previous meeting Council supported concept 3 but no formal action was taken. She mentioned that public participation has been ongoing. She went over the draft concepts. She presented Concept 3. She then presented Concept 5A; which includes Oak Woodlands and all other habitat area. Presented the additional area Seaside is proposing. Additional area is avoiding the Marian Coast Water District tank line. It is very similar to Concept 3. She went over some of the things to consider: coordination and compatibility with existing and future proposed roadway and trail projects; determination of standards and costs for maintenance, identifying funding source(s); consistency with BRP, HMP, County's Fort Ord Master Plan, City General Plan/Update; existing utility easements/agreements on City and County properties. She covered the financial things to consider: funding needed to overcome policy issues and hurdles, CEQA compliance; habitat as well as open space/recreational management costs; financial tradeoff between development and conservation. Staff seeks direction for selection of a preferred concept to use as the basis for the next collaborative planning steps. Ms. Harwin answered questions from the Council.

Council member Pacheco wanted clarification on Concept 5A going before the Board of Supervisors on Tuesday and if Council pick a different Concept what is the difference? Ms. Harwin clarified and said that she would like them to look at the different conservation area in each Concept for the City of Seaside property. Give direction on what you want. Another question by Council member Pacheco was that last time this was presented Council's concern was that the Veterans area is not affected. Ms. Harwin confirmed that it is completely out of that area.

Council member Campbell asked Ms. Harwin to explain the charts and clarify the numbers/percentages.

Mayor Pro Tem Alexander, asked if figure 5A is the one going to the Board because there is a balance of conservation, proposed roadways, the cemetery and possible development? She answered that if you put more in conservation you don't develop those parcels.

Mayor Rubio invited comments from the public.

Sue Hawthorne, resident, asked is the idea that the habitat by going into the monument land. Ms. Harwin answered question.

Council member Campbell asked as clarification that there is no connection of the red hash and the corridor runs through the BLM; is the contiguous through BLM? There was clarification by Ms. Harwin. Council member Campbell commented that the veteran's cemetery and the endowment parcel, excluding all those parcels would encourage the rest of the council to add area to conserve, let's preserve what we can and still allow for development.

Mayor Rubio said he prefers 5A and believes that it has been well thought out by all the parties involved. Does not want to impact areas that have the potential for development. Council directed staff to move forward with Concept 5A.

B. APPROVE A PURCHASE AND SALE AGREEMENT (PSA) BETWEEN THE CITY OF SEASIDE AND ALFRED P GLOVER, DBA AS GLOVER ENTERPRISES, A SOLE PROPRIETORSHIP TO PURCHASE APPROXIMATELY FIVE (5) ACRES OF LAND AND TWO STRUCTURES IN THE FORMER FORT ORD COMMONLY KNOWN AS THE MEDICAL OFFICERS BARRACKS FOR A TOTAL PURCHASE PRICE OF \$750,000.

City Manager, Craig Malin, addressed some of the earlier concerns with the changes on the purchase and sale agreement and for the public to know that there are proposed changes. He went over the changes for clarification.

Economic Development Manager, Kurt Overmeyer, presented item. Mr. Overmeyer explained and detailed the project. He pointed out that this is not considered a CEQA project. He went over the purchase and sales agreement, sale price, and other details of the project. Project will include workforce housing; affordable to people between 150% and 180% of median income; removes blight; removes asbestos and lead; reuses existing structures; city's water allocation from Fort Ord remaining is much more than required. Mr. Overmeyer answered questions from Council.

Council member Pacheco asked as clarification if the decision being made was on the price agreement plus the added paragraphs? Mr. Overmeyer answered question and mentioned that there was a paragraph added that the city is in complete compliance with FORA requirements and that the city is in compliance with the state of California on appraisals.

Council member Campbell mentioned that he is having trouble with the contract. Had several questions and concerns in regards to the contract that were answered by staff.

Council member Pacheco pointed out that the purpose and recommendation mentions that the housing is just for CSUMB if anyone else would like to live there and can afforded they can right? Mr. Overmeyer responded yes. Council member Pacheco commented that there is a shortage of housing and affordable housing in Seaside and the Peninsula and the County. Asked if applicant has been assertive or aggressive in his attempt to move this project expediently as possible? Mr. Overmeyer answered that he has been significantly aggressive;

he mentioned that he is making remediation out of contract which is a brave thing for him to do. Council member Pacheco also referred to the affordable housing included in the two paragraphs added to the agreement.

Council member Jones requested clarification on extensions; which was explained by staff. She commented that she will be supporting this project.

Mayor Pro Tem Alexander asked what is the difference between broker opinion value and fair market value. Mr. Overmeyer said that the level of rigor that is applied and with the appraisal you can include instructions.

Mayor Rubio asked to make sure corrected changes are made to agreement, (ex. correct agency name and correct effective date) when the City Manager signs it.

Mayor Rubio invited public comment.

Sue Hawthorn, resident, asked clarification on workforce housing vs affordable housing; can the seller renegotiate if leans uncover during the appraisal? Commented if this is not about the money move forward and if it is Council member Campbell's comments should be taken into consideration.

Jon Wizard, resident, supports project.

Tom Mancini, resident, supports project.

Helen Rucker, resident, supports project.

Don Jordan, resident, supports project.

Alice Jordan, resident, supports project.

Council member Campbell asked if city is indemnified for CEQA environmental. Had question for City Attorney, he said you have heard many of my concerns, the typos, we have no title, the affordable housing not having a date, asked if he has read contract and if he thinks is a solid contract, Mr. Freeman responded that he has read it more than a dozen times, the typos and dates will be change, other than that this is a very good contract. Thanked public for their testimonies. Will support project.

On motion by Mayor Pro Tem Dennis Alexander and seconded by Council Member Dave Pacheco and passed by the following vote the City Council Approved Purchase and Sale Agreement.

RESULT:	Approved
AYES:	Ralph Rubio, Dennis Alexander, Jason Campbell, Dave Pacheco, Kayla Jones
NOES:	None

Council member Pacheco mentioned that moving things forward is a good thing; knows Mr. Glover and knows he is committed. Let's make it happen.

Mayor Rubio thanked Mr. Glover. The city is committed to affordable housing. This is a small step forward but is the step needed to get things moving.

**11. MAYOR, CITY COUNCIL, CITY MANAGER AND CITY ATTORNEY
COMMENTS AND REPORTS ON COMMITTEE ASSIGNMENTS**

Council member Pacheco – attended The Village Project 10th Anniversary, Seaside artist event, MST meeting, attended Fair Housing Workshop, thanked CDBG for their hard work.

Council member Jones – Mosquito Abatement meeting, thanked Seaside PD for doing investigation, attended the California Women’s League.

Council member Campbell – reminded City Manager to discuss council liaison to establish connection to boards and commissions, thanked Council member Alexander for serving and everything he does. Thanked Mayor Rubio for serving, respects devotion to city and has learned a lot from him.

Mayor Pro Tem Alexander – FORA meeting, The Village Project 10th Anniversary, is volunteering with the Salvation Army.

Mayor Rubio – TAMC Rail Policy Committee, Seaside County Sanitation District meeting, TASK Force meetings, LAFCO Finance Committee meeting, The Mayors Authority meeting, FORA meeting, Mother’s Day Luncheon at Oldemeyer Center, meeting with Cal Am, Recycle Water Committee meeting. Thanked Campbell for his comments.

12. ADJOURNMENT

On motion, the meeting was adjourned at 10:15 PM.

Respectfully submitted,

Lesley Milton-Rerig, City Clerk

Ralph Rubio, Mayor



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Lori Merwin, Finance Assistant

DATE: June 7, 2018

SUBJECT: APPROVE AND FILE CITY CHECKS

PURPOSE & RECOMMENDATION

It is requested that the City Council approve and file the accounts payable and wired payments made during the period of May 5, 2018 through May 25, 2018. In addition, approval of the payroll and benefits checks, direct deposits and wired payments related to the periods of May 10, 2018 and May 24, 2018 is requested. Total Accounts Payable and Payroll for the above referenced period is \$2,575,796.40.

BACKGROUND

In accordance with Government Code Section 37208, at each City Council meeting the Council is provided a listing of the payroll and general checks issued since the last report so that it can inspect and confirm these checks. Each purchase has been reviewed and approved by the department making the purchase at the time of procurement. The invoice has been reviewed by the Finance Department prior to payment to ensure that it conforms to the approved budget.

Therefore, in accordance with Government Code Section 37208, the above referenced, and linked list of checks conforms to the approved budget and has been paid. These checks are submitted to the City Council for inspection and confirmation.

A description of the checks and wires exceeding \$10,000 are as follows:

- \$1,154,994.41 for Payroll and benefits.
- \$17,267.58 to Monterey County Convention & Visitor's Bureau for City of Seaside TID (Tourism Improvement District) assessment for March, 2018.
- \$10,728.05 to County of Monterey for FY 2017/18 Quarter 3 NGEN Operations & Maintenance fee.
- \$10,728.05 to County of Monterey for FY 2017/18 Quarter 4 NGEN Operations & Maintenance fee.

- \$28,469.41 to Monterey County Sheriff's Office for criminal justice information system Oct - Dec, 2017.
- \$32,462.61 to Monterey County Sheriff's Office for criminal justice information system Jan - Mar, 2018.
- \$23,218.95 to National Meter & Automation for (80) E-Series meters and endpoints for City of Seaside municipal water system.
- \$39,662.97 to Pacific Gas & Electric for City collective electric/gas consumption for 05/11/2018 statement.
- \$39,479.98 to U.S. Bank - Calcard for credit card transactions for City employees for 4/23/18 statement.
- \$18,669.86 to Harris & Associates, Inc. for Seaside County Sanitation District lift-station upgrades (02/26/18 - 04/30/18).
- \$27,750.50 to Mark Thomas & Company for WBUV infrastructure improvements for September 2017, December 2017, and March 2018.
- \$637,969.18 to Monterey Peninsula Engineering for WBUV work through 03/31/2018.
- \$34,563.99 to Monterey Peninsula Engineering for Skyview Dr. water main pipe repair work - April 2018.
- \$18,956.111 to PNC Equipment Finance for the leasing of City Clerk copier, PD investigations vehicles, PD Admin vehicles, fire truck and 2 Chevy Tahoes for the period of 04/26/2018 - 05/25/2018.
- \$28,660.00 to Hydrometrics Water Resources, Inc. for April 2018 groundwater model update.
- \$12,700.00 to Ryan Rider Concrete for concrete pads for the Seaside Library, slabs and walkway at Laguna Grande Park, and ADA ramp at Robert's Lake.
- \$44,905.08 to Verde Design for Cutino Park improvements for April 2018.
- \$25,278.74 to Torti Gallas and Partners, Inc. for Campus Town services for January 2018.
- \$24,532.00 to Governor's Office of Emergency Services for Course - Hazardous Materials Technician Module B (04/02/2018 - 04/06/2018).
- \$46,154.00 to Motorola Solutions, Inc. for subscriber install of radios for Fire Department.
- \$10,003.00 to Rincon Consultants for Seaside Parker Flats Apartments; Jan - Feb 2018.
- \$21,071.66 to Duke's Root Control, Inc. for 13,174 feet of 6" pipe for sewer root control.

The remaining checks, totaling \$267,570.27 include payments to vendors for operating expenditures.

The Checks report is available on the City's website here:

<http://www.ci.seaside.ca.us/194/Check-Draft-Register>

FISCAL IMPACT

There is no additional impact with this action.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: June 7, 2018

**SUBJECT: APPROPRIATE \$15,000 TO THE OLDEMEYER CENTER BOILER
REPLACEMENT PROJECT AND AWARD A CONSTRUCTION
CONTRACT TO STEPHENS CONSTRUCTION INC.**

PURPOSE & RECOMMENDATION

The purpose of the item is to have the City Council consider appropriating \$15,000 to the Oldemeyer Center Boiler Replacement project and award a construction contract to Stephens Construction for an amount not to exceed Ninety Nine Thousand Seven Hundred Fifty (\$99,750) for the Oldemeyer Center Boiler Replacement Project.

BACKGROUND

The Oldemeyer Center is a 26,000 square foot building built in 1978 and remodeled in the early 2000's. The building is opened to the public daily from 8:00 am to 5:00 pm and often stays open later for private party rentals, senior activities, and community meetings. The building is heated by the original boiler which suffers frequent leaks and is past its useful life.

Axiom Engineers was retained to perform an assessment of the existing heating system and design plans and specifications for a more efficient boiler. The plans and specifications were completed in April 2018 and the project was advertised for bid on April 26, 2018 and again on May 17, 2018. A pre-bid meeting was held on May 9, 2018 in which several contractors were in attendance. A public bid opening was held on May 31, 2018 at 4:00 pm. The following bids were received:

Contractors	Bids
Vals Plumbing & Heating	\$103,216
Jacob Construction & Design	\$114,406
Dellamora Heating & Sheet Metal	\$120,308

Stephens Construction Inc.

\$99,750

Based upon an evaluation of bid documents received, Stephens Construction Inc. is the lowest responsive responsible bidder.

The original project budget, is \$115,000 and consists of \$75,000 from the FY 2017/2018 and \$40,000 from the proposed FY 2018/2019 budget. Design and assessment costs for the project are \$17,850. Based upon the lowest responsive bid the total budget needed to complete the project is \$130,000. The table below summarizes anticipated project costs. An additional amount of \$15,000 is needed and can be appropriated from the Governmental Buildings Department Equipment account (100-8310-8187).

Budget Item	Amount
Assessment & Design	\$17,850
Construction	\$99,750
Contingency	\$12,400
Total	\$130,000

It is recommended that the City Council adopt a resolution to appropriate \$15,000 from Account #100-8310-8187, "Governmental Buildings Department Equipment" to the Oldemeyer Center Boiler Replacement project, award a construction contract to Stephens Construction Inc. for an amount not to exceed Ninety Nine Thousand Seven Hundred Fifty Dollars (\$99,750), and authorize the City Manager to execute the contract including contract amendments such that the full value of the contract will not exceed One Hundred Nine Thousand Seven Hundred Twenty Five Dollars (\$109,725).

FISCAL IMPACT

The current approved project budget is \$75,000 identified in the FY 2017-2018 Capital Improvement Program. An additional \$40,00 is proposed in the FY 2018-2019 CIP budget for a total project budget of \$115,000. Based upon the bids received and anticipated project costs, total project budget is estimated to be \$130,000. Staff recommends appropriating of \$15,000 from the Government Buildings Department Equipment Account #100-8310-8187 for the Oldemeyer Center Boiler Replacement project.

ATTACHMENTS

1. Resolutuion
 2. Project Plans
 3. Project Specifications
-

Meeting Date: June 7, 2018

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

TO APPROPRIATE \$15,000 FOR THE OLDEMEYER CENTER BOILER REPLACEMENT PROJECT AND AWARD A CONSTRUCTION CONTRACT TO STEPHENS CONSTRUCTION INC. FOR AN AMOUNT NOT TO EXCEED NINETY NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$99,750)

WHEREAS, the Oldemeyer Center is a 26,000 square foot building built in 1978 and remodeled in the early 2000's with extensive usage opened daily and open late for private party rentals, senior activities, and community meetings; and

WHEREAS the Oldemeyer Center is heated by the original boiler which has suffered frequent leaks and is past its useful life; and

WHEREAS, Axiom Engineers was retained to conduct an assessment of the heating system and provide design documents to replace the boiler and on April 26, 2018 the project was put out to bid; and

WHEREAS, four (4) bids were received and the lowest responsible bidder was Stephens Construction Inc. at \$99,750; and

WHEREAS, the proposed project budget of \$115,000 is a combination of approved FY 2017-2018 budget and the proposed FY 2018-2019 budget; and

WHEREAS, an additional amount of \$15,000 is needed to complete the project.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside appropriate \$15,000 from Account #100-8310-8187, "Department Equipment," to the project budget and approve a construction contract with Stephens Construction Inc. for an amount not to exceed Ninety Nine Thousand Seven Hundred Fifty Dollars (\$99,750) and authorize the City Manager to execute the contract including contract amendments such that the full value of the contract will not exceed One Hundred Nine Thousand Seven Hundred Twenty Five Dollars (\$109,725).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor
City of Seaside

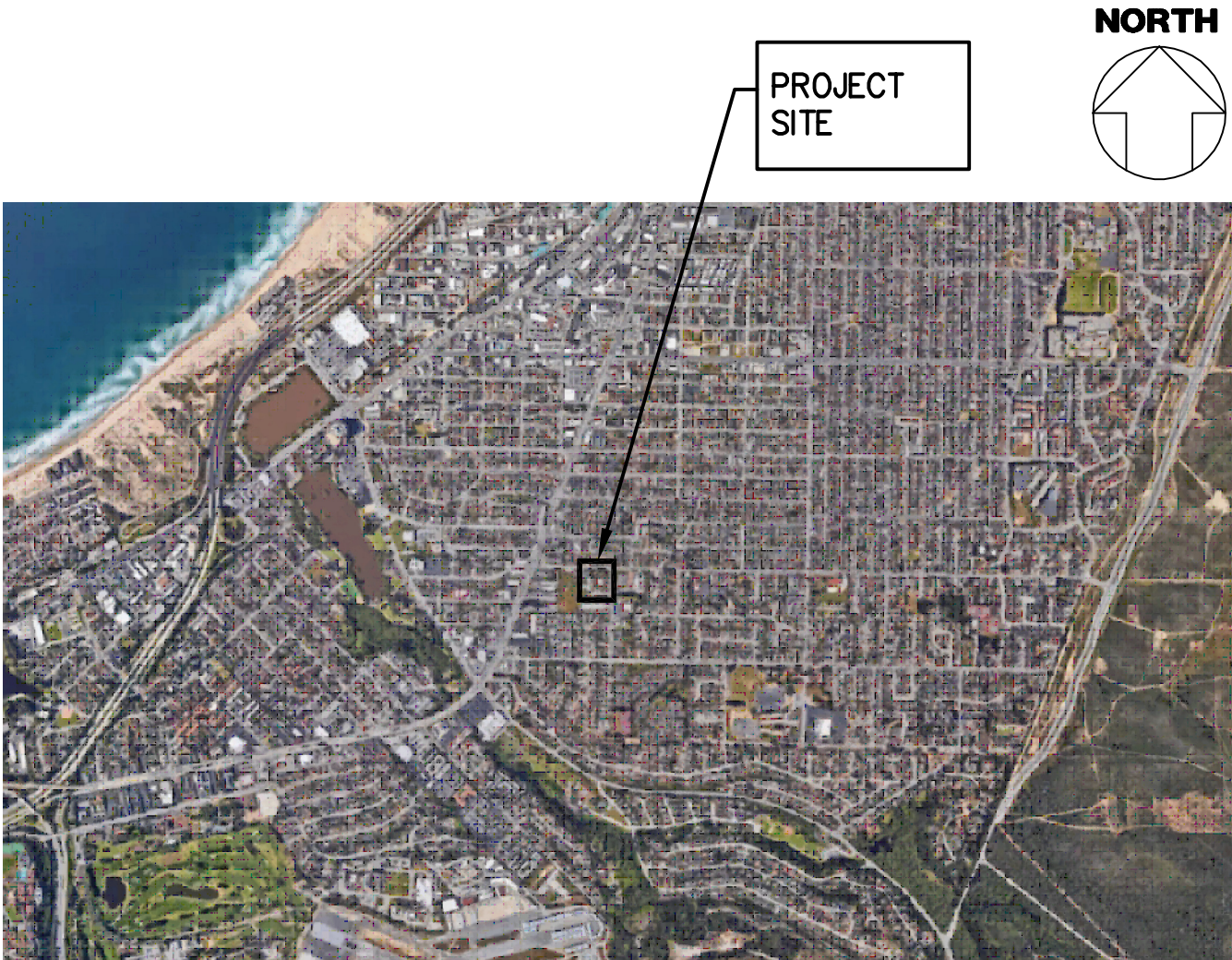
ATTEST:

Lesley Milton-Rerig, City Clerk

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION, OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ENGINEER WITHOUT PLEASE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THESE INSTRUCTIONS. AXIOM ENGINEERS INC. - LE & ASSOCIATES CONSULTING ENGINEERS
Drawing: H:\PROJECTS\20170263\DRAWINGS\AIAA-TLS\AIAA-TLS.dwg
XREF: MAS-BUILDING

OLDEMMEYER CENTER BOILER REPLACEMENT

986 HILBY AVENUE
SEASIDE, CALIFORNIA 93955

INDEX OF DRAWINGS		PROJECT SCOPE OF WORK	PROJECT INFORMATION	PROJECT DIRECTORY
SHT. NO.	SHEET TITLE			
GENERAL		THIS PROJECT INCLUDES THE FOLLOWING: 1. ADDRESS ANY ITEMS CALLED OUT IN THE PRE-RENOVATION HAZARDOUS MATERIALS INSPECTIONS REPORT, APPENDIX A. REFER TO DIVISION 1 FOR "REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES." 2. REMOVE AND LEGALLY DISPOSE OF (E) BOILER COMPLETE. REMOVE AND REPLACE (E) FENCE AS NECESSARY FOR BOILER REMOVAL. 3. INSTALL (N) BOILER B-1 AND BOILER PUMP CP-2 . 4. REMOVE (E) COMBINED FLUE. INSTALL (N) SEPARATE FLUES FOR (N) BOILER AND (E) WATER HEATER. PROVIDE CONDENSATE DRAIN FOR BOILER FLUE. 5. DISCONNECT AND RECONNECT GAS PIPING. 3. DISCONNECT AND RECONNECT POWER TO BOILER AND PUMPS. 4. DISCONNECT AND RECONNECT THE (E) CONTROL WIRING. (N) WIRING TO BE IN CONDUIT. 5. REPLACE THE CIRCULATION PUMP CP-1 . 6. ABANDON (E) EXPANSION TANK, INSTALL (N) BLADDER TYPE EXPANSION TANK. 7. DISCONNECT AND RECONNECT HOT WATER PIPING. 8. INSTALL (N) CHEMICAL POT FEEDER. 9. REPLACE (E) DOUBLE CHECK VALVE WITH (N) RP TYPE BACKFLOW PREVENTER. 10. REPLACE (E) ON/OFF OUTSIDE AIR SENSOR WITH (N) RESET TYPE SENSOR. 11. PERFORM HYDROSTATIC TEST ON PIPING SYSTEM. 12. PERFORM CLEANING OF (E) HYDRONIC HEATING SYSTEM WITH ADDING OF CHEMICAL TREATMENT. 13. PERFORM WATER BALANCE. 14. REPLACE (E) AIR SEPARATOR WITH (N) AIR AND DIRT TYPE SEPARATOR. 15. ASSIST OWNER WITH P.G.&E. REBATE APPLICATION FOR (N) BOILER.	PROJECT: BOILER REPLACEMENT LOCATION: OLDEMMEYER CENTER 986 HILBY AVE, SEASIDE, CA 93955 LIST OF GOVERNING CODES: 2016 BUILDING STANDARDS ADMINISTRATIVE CODE, PART 1, TITLE 24, C.C.R. 2016 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24, C.C.R. 2016 CALIFORNIA ELECTRICAL CODE, PART 3, TITLE 24, C.C.R. 2016 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24, C.C.R. 2016 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24, C.C.R. 2016 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24, C.C.R. 2016 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24, C.C.R. 2016 CALIFORNIA GREEN BUILDING STANDARDS CODE, PART 11, TITLE 24, C.C.R. 2016 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24, C.C.R. TITLE 19, C.C.R., PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.	OWNER CITY OF SEASIDE 440 HARCOURT AVE. SEASIDE, CA 93955 CONTACT: LESLIE LLANTERO, ASSISTANT ENGINEER PHONE: (831) 899-6832 E-MAIL: LLLANTERO@CI.SEASIDE.CA.US MECHANICAL ENGINEER AXIOM ENGINEERS 22 LOWER RAGSDALE DR., SUITE A MONTEREY, CA 93940-5788 CONTACT: BILL ESTES, P.E. PHONE: (831) 649-8000 FAX: (831) 649-8038 E-MAIL: bille@axiomengineers.com
REFRIGERATION				
M-1	LEGEND, SCHEDULES, NOTES, PARTIAL FLOOR PLANS - MECHANICAL			
M-2	DETAILS AND TITLE 24 - MECHANICAL			
		PROJECT MAP	VICINITY MAP	PROJECT SCHEDULE
		NORTH 	NORTH 	THE PROJECT SCHEDULE IS AS FOLLOWS: 1. THE BOILER CONTRACTOR IS REQUIRED TO PLACE THE ORDER WITH THE SUPPLIER ON OR BEFORE JUNE 25, 2018. THERE IS A SIX WEEK LEAD TIME FOR THIS ITEM. 2. PROJECT COMPLETE BY OCTOBER 5, 2018. 3. BOILER SHALL NOT BE OFFLINE FOR MORE THAN 15 CONSECUTIVE WORKING DAYS (3 WEEKS) INCLUDING DEMOLITION, REMOVAL, INSTALLATION AND TESTING.

REVISIONS

DATE

REGISTERED PROFESSIONAL ENGINEER
No. M24908
EXP. SEPT 30, 2019
MECHANICAL
STATE OF CALIFORNIA

AXIOM ENGINEERS
LEE & ASSOCIATES
CONSULTING ENGINEERS
22 Lower Raggsdale Dr., Suite A
Monterey, California 93940-5788
AE Project #: 20170263

email: mol@axiomengineers.com
tel: (831) 649-8000
fax: (831) 649-8038

OLDEMEYER CENTER BOILER REPLACEMENT

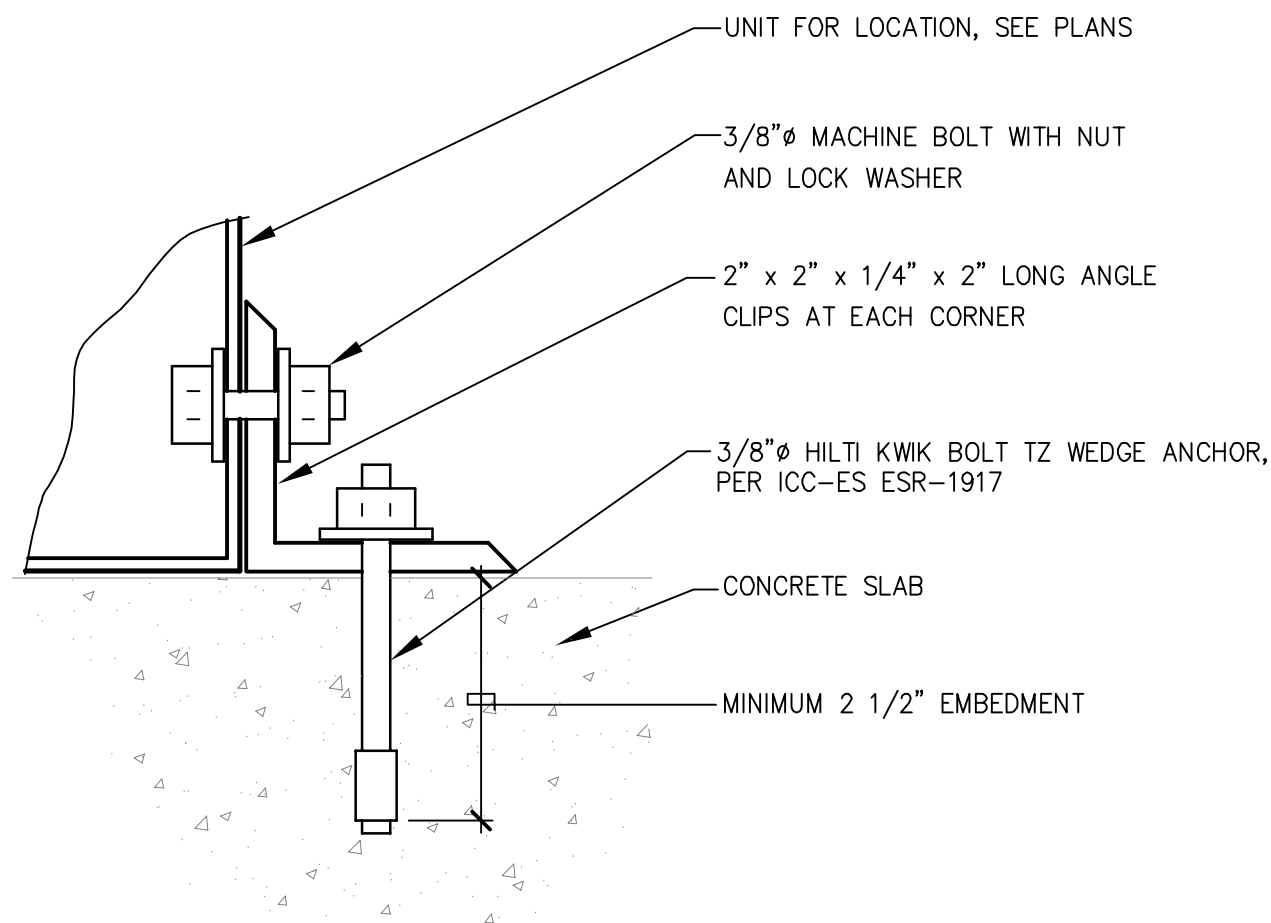
CITY OF SEASIDE
986 HILBY AVENUE
SEASIDE, CA 93955

TITLE SHEET

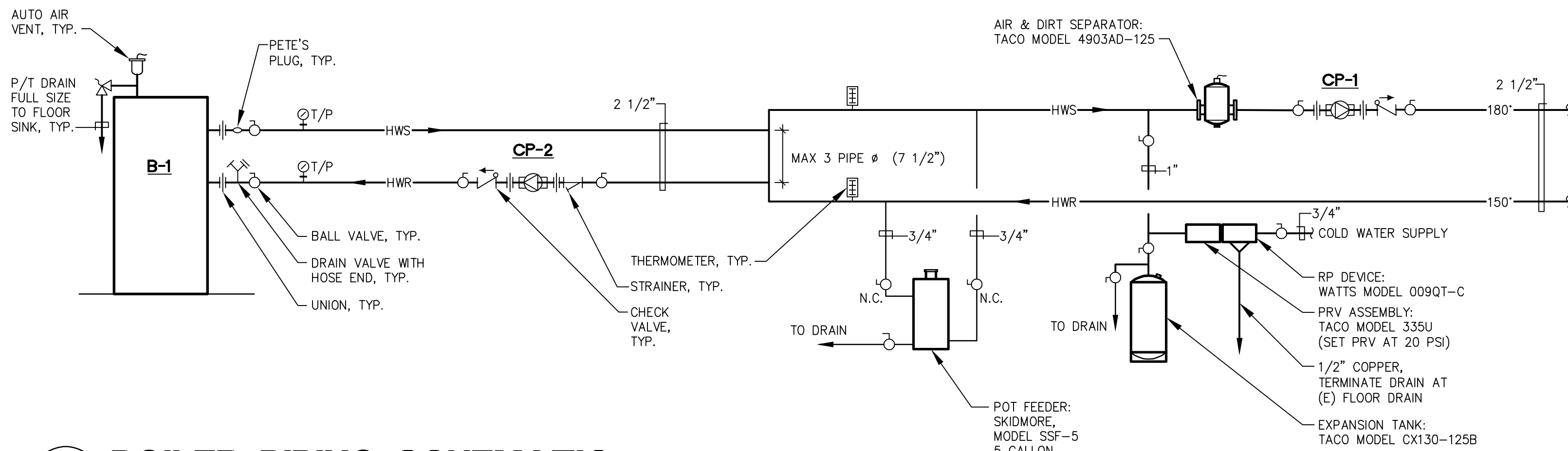
DATE: 04/23/18
SCALE: NONE
DRAWN: CADD
JOB: 20170263
SHEET: T-1

[illegible]

- METAL TO METAL < 30 GRAMS PER LITER
- FIBERGLASS < 80 GRAMS PER LITER
- CONTACT ADHESIVE < 80 GRAMS PER LITER
- MASTICS < 100 GRAMS PER LITER
- ZINC-RICH PRIMERS < 340 GRAMS PER LITER
- FIRE RESISTANT COATINGS < 350 GRAMS PER LITER



M-1 NO SCALE



M-1 NO SCALE

SYMBOL		ABBRV.	IDENTIFICATION	ABBRV.	IDENTIFICATION
			AIR DUCT	HP	HORSEPOWER
			BD BALANCING DAMPER	LBS	POUNDS
			AIR FROM DEVICE	MAX	MAXIMUM
			AIR TO DEVICE	MBH	1000 BTU PER HOUR
			SECTION THROUGH SUPPLY	MECH	MECHANICAL
			SECTION THROUGH RETURN	MFR	MANUFACTURER
			SECTION THROUGH EXHAUST	MIN	MINIMUM
			THERMOSTAT	(N)	NEW
			F/D VERTICAL FIRE DAMPER	OA	OUTSIDE AIR
			BYPASS TIMER	OBD	OPPOSED BLADE DAMPER
			P.O.C. POINT OF CONNECTION	OC	ON CENTER
			°F DEGREES FAHRENHEIT	OD	OUTSIDE DIAMETER
			AFUE ANNUAL FUEL UTILIZATION EFFICIENCY	OV	OUTLET VELOCITY
			ARCH ARCHITECT/ARCHITECTURAL	PC	PLUMBING CONTRACTOR
			BLDG BUILDING	PD	PRESSURE DROP
			BTUH BRITISH THERMAL UNITS PER HOUR	PH	PHASE
			CFM CUBIC FEET PER MINUTE	RA	RETURN AIR
			CLG CEILING	RM	ROOM
			CONT CONTINUED, CONTINUATION	RPM	REVOLUTIONS PER MINUTE
			COORD COORDINATE	SA	SUPPLY AIR
			DN DOWN	SC	SENSIBLE COOLING
			DWGS DRAWINGS	TV	TURNING VANES
			(E) EXISTING	TYP	TYPICAL
			HWS HEATING WATER SUPPLY	V	VOLT
			HWR HEATING WATER RETURN	W/	WITH
			CWS COOLING WATER SUPPLY	WT	WEIGHT
			CWR COOLING WATER RETURN		
			CHWS CHILLED WATER SUPPLY		
			CHWR CHILLED WATER RETURN		
CEILING DIFFUSER - ONE, TWO, THREE, AND FOUR WAY THROW			12x12 CD (300) REGISTER NECK SIZE AND MARK DESIGN CFM PANEL AT T-BAR CEILING		

BOILER							
MARK	LOCATION	HEATING MBH		WT LBS	V/PH	MAKE & MODEL	REMARKS
		INPUT	OUTPUT				
<u>B-1</u>	MECHANICAL ROOM	1250	1088	780	120/1	RAYPAK MVB TYPE H7 MODEL 1253A	① ② ③ ④ ⑤

- | | | | |
|---|---|---|--|
| ① | SEE 1/M-1 FOR MOUNTING | ② | 86% EFFICIENT, NATURAL GAS, 7:1 TURN DOWN, CALIFORNIA CODE, VERSA IC MODULATING CONTROLLER |
| ③ | 8", AL29-4C STAINLESS STEEL FLUE WITH ADAPTER, BOOT "T" WITH IPS DRAIN FITTING AND CONDENSATE NEUTRALIZER KIT. MANUFACTURER: SECURITY CHIMNEY, TYPE SSD (DOUBLE WALL) | ④ | PROVIDE FACTORY START UP, CONTACT PHIL HAAS HEAT TRANSFER EQUIPMENT CO., HALF MOON BAY, CA CELL 707-548-8790 |
| ⑤ | PROVIDE OPTIONAL OUTSIDE AIR SENSOR WITH RESET CAPABILITIES | | |

PUMPS									
MARK	GPM	TDH FT	BHP	MOTOR			WT LBS	MAKE & MODEL	REMARKS
				RPM	HP	V/PH			
CP-1	87.5	70	2.65	1760	5	240/3	200	TACO KV SERIES, 1509	(1) (3)
CP-2	72	15	0.41	1750	1	120/1	77	TACO 1634	(1) (2)

- ① WIRED TO AND CONTROLLED BY BOILER B-1 ② FURNISHED WITH BOILER B-1
- ③ FURNISH WITH NEW MOTOR STARTER

[illegible]

OLDEMEYER CENTER BOILER REPLACEMENT

CITY OF SEASIDE
986 HILBY AVENUE
SEASIDE, CA 93955

LEGENDS, SCHEDULES, NOTES, AND
PARTIAL FLOOR PLAN - MECHANICAL

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BOOK 1

NOTICE, PLANS & SPECIAL PROVISIONS

OLDEMEYER CENTER BOILER REPLACEMENT

City Project No. 2018-8133





Approved by: Rick Riedl, P.E.
City Engineer



Reviewed by: Leslie Llantero, Assistant Engineer

CITY OF SEASIDE
Department of Public Works
MAY 2018

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Pre-Renovation Hazardous Material Inspections dated January 31, 2018



CITY OF SEASIDE **Notice Inviting Bids** **Oldemeyer Center Boiler Replacement**

PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until 4:00 p.m. on Thursday, May 24, 2018, at which time all bids will be publicly opened and read aloud.

The scope of the work will consist of all labor, material, equipment and services necessary to complete the work identified in plans titled City Hall Boiler Replacement and in the specifications, including but not limited to:

The works includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to providing and installing complete hot water heating system, and other mechanical work as shown or indicated in the Drawings and Specifications. Project located at the Oldemeyer Center, 986 Hilby Avenue, Monterey County.

A pre-bid conference shall be held on **Wednesday, May 9, 2018 at 10:00 am**, at the Mechanical Room at the Oldemeyer Center, 986 Hilby Avenue, Seaside, Seaside, California.

Copies of the Bid Documents will be available on the City's website at www.ci.seaside.ca.us or can be purchased from the City of Seaside Public Works office: 440 Harcourt Avenue, Seaside, CA 93955; by telephone - (831) 899-6825. There is a nonrefundable fee of \$15.00 charged for the plans and specifications and an additional \$5.00 mailing fee to be paid in advance of mailing.

The quantities shown in the proposal forms are approximate only and given as a basis for the comparison of bids. The City does not expressly or by implication assert that the actual amount of work will correspond herewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary.

Bidders are required to sign and submit the bid forms provided in the Proposal and Contract book. No bid will be considered unless it is made on a proposal form furnished by the City and is accompanied by a bid bond for ten percent (10%) of the bid amount. The successful bidder shall furnish a Labor and Materials Bond, a Performance Bond, and a Surety Bond. The successful bidder will be required to secure a City Business License before commencing work on the project and must possess a Class B General Contractors license, Class C-4 Boiler, Hot Water Heating and Steam Fitting Contractors License or C36 Plumbing Contractors license.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in Monterey County, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca>.

A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Bidders are responsible to check the website (www.ci.seaside.ca.us/bids) prior to the Bid opening to obtain any addenda information. Submittal of a signed Bid shall be evidence that the Bidder has obtained this information and that the Bid is based on any changes contained therein.

Notice is also hereby given that all Bidders may be required to furnish a sworn statement of their financial responsibility, technical ability and experience before award is made to any particular Bidder.

Provision is made for security substitution on payment withholds as provided in Public Contract Code Sections 22200 and 22300.

The City reserves the right to reject any or all bids and the right to waive minor irregularities or informalities in any bid proposal.

CITY OF SEASIDE
Public Works Department
_____/s/_____
Richard Riedl, PE
City Engineer

April 26, 2018
Date

CITY OF SEASIDE

Special Provisions Volume I

Oldemeyer Center Boiler Replacement

SECTION 1. SPECIFICATIONS AND PLANS

1.01 GENERAL. The work embraced herein shall be done in accordance with these special provisions and the Standard Specifications of the State of California Department of Transportation dated 2015 sections 1-99, insofar as the same may apply, which specifications are hereinafter referred to as the "Standard Specifications."

Whenever in these special provisions attention is directed to specific portions of the Standard Specifications, such direction is not exclusive and shall not be interpreted as excluding other applicable provisions of said specifications.

The following General Provisions of the Standard Specifications do not apply:

Section No.	Section Name
2-1.15	Disabled Veteran Business Enterprises
2-1.18	Small Business and Non-Small Business Subcontractor Preferences
2-1.27	California Companies
2-1.31	Opt Out of Payment Adjustments for Price Index Fluctuations
3-1.08	Small Business Participation Report
9-1.07	Payment Adjustments for Price Index Fluctuations
9-1.16C	Materials on Hand
9-1.16F	Retentions

In the event of conflict in the contract documents, the order of precedence shall be as follows:

1. Governing ranking of Contract parts in descending order is:

- 1.1. Permits and licenses
- 1.2. Special provisions
- 1.3. Project plans
- 1.4. Revised Standard Specifications
- 1.5. Standard Specifications
- 1.6. Revised standard plans
- 1.7. Standard plans
- 1.8. Supplemental project information

2. Written numbers and notes on a drawing govern over graphics

3. Detail drawing governs over a general drawing

4. Specific specification governs over a general specification

5. Specification in a section governs over a specification referenced by that section

1.02 DEFINITIONS AND TERMS.

Specifications: Standard specifications, revised standard specifications, and special provisions.

1. standard specifications: Specifications standard to Caltrans construction projects. These specifications are in a book titled *Standard Specifications, State of California, California State Transportation Agency, Department of Transportation*, dated 2015 published by the California Department of Transportation.
2. revised standard specifications: New or revised standard specifications. These specifications are in a section titled Revised Standard Specifications of a book titled "Contract Documents, Plans and Special Provisions."
3. special provisions: Specifications specific to the project. These specifications are in sections titled "Special Provisions Volume I" and "Special Provisions Volume II" of a book titled "Contract Documents, Plans and Special Provisions".

Whenever in the Standard Specifications, the terms "State of California," "Department of Transportation," "Director," "Division of Highways," "Chief Engineer," "Engineer," or "Laboratory" are used, the following terms shall be substituted therefore and any reference to any of the above terms shall be understood and interpreted to mean and refer to such substituted terms as follows:

"State of California," substitute "City of Seaside."

"Department of Transportation" -- the "Seaside City Council."

"Director"-- the "Seaside City Manager."

"Division of Highways"-- the "Public Works Department of the City of Seaside."

"Engineer" or "Chief Engineer"-- the "City Engineer," acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

"Laboratory"-- the contract laboratory of the City of Seaside or such other laboratory as may be authorized by the City to test materials and work involved in the contract.

1.03 CONTRACTOR'S COPIES OF CONTRACT DOCUMENTS. The Engineer will supply the Contractor with two (2) full-size sets and one pdf set of contract documents that include the plans and specifications. Maintain at least one complete set of plans and specifications at the site of construction in good condition and at all times available to the Engineer. Additional copies of the contract documents, if required, can be furnished by the Engineer at the cost of reproduction.

1.04 PAYMENT. Full compensation for work specified in Volume I of the special provisions is included in the payment for the bid items involved unless:

1. Bid item for the work is shown on the Bid Item List
2. Work is specified as change order work

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2.01 GENERAL. The bidder's attention is directed to the provisions in Section 2, "Bidding," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the proposal form and the submission of the bid. Proposal forms are provided in a separate book entitled Book 2 "Proposal and Contract" for Oldemeyer Center Boiler Replacement.

The Bidder's Bond Statement mentioned in the last paragraph in Section 2-1.34, "Bidder's Security" of the Standard Specifications will be found following the signature page of the Proposal in the Proposal and Contract Book.

Failure of the bidder to fulfill the requirements of the Special Provisions for submittals required to be furnished after bid opening may subject the bidder to a determination of the bidder's responsibility in the event it is the apparent low bidder on a future public works contracts.

2.02 FEDERAL LOBBYING RESTRICTIONS. Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier sub recipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- (1) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- (2) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (3) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal Action.

2.03 DISADVANTAGED BUSINESS ENTERPRISE (DBE). Federal aid projects must comply with the requirements of section 2-1.12 of the Standard Specifications.

2.04 EXAMINATION OF SPECIFICATIONS, SPECIAL PROVISIONS, AND WORK SITE. The bidder shall examine carefully the site of the work contemplated and the proposal, specifications, and contract forms therefore. It will be assumed that the bidder has investigated and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed, materials to be furnished, and as to the requirements of the specifications, these special provisions, and the contract.

If any party contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the specifications or proposed contract documents, or finds discrepancies in or omissions from the specifications, shall submit to the City a written request for an interpretation or correction thereof. The party submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the proposed documents prior to bid opening will be made only by addendum duly issued, and a copy of such addenda will be mailed to each person receiving a set of such documents. The City will not be responsible for any other explanations or interpretations of the proposed documents. No request will be reviewed or heard within seventy-two (72) hours of bid opening.

The bidder shall perform or make any investigations or studies he deems necessary to evaluate the site conditions and bid on the construction operations necessary to complete the project under this Contract. No additional compensation will be made for such investigations. All investigations shall be coordinated with the City and shall be subject to all applicable City standards and ordinances.

2.05 PROPOSAL FORMS. All proposals shall be made upon the forms obtained from the City. Proposals submitted on forms other than those issued by the City will be disregarded. All bids shall be presented under sealed cover, plainly marked "Proposal" and identifying the project name and number.

2.06 REJECTION OF PROPOSALS CONTAINING ALTERATIONS, ERASURES, OR IRREGULARITIES. Proposals may be rejected if they show any alteration of form, additions not called for, conditional bids, incomplete bids, erasures, or irregularities of any kind.

2.07 PROPOSAL GUARANTY. All bids shall be accompanied by cash, cashier's or certified check, or by bidder's bond made

payable to the City of Seaside and executed as surety by some corporation authorized to issue surety bonds in the State of California, for an amount equal to at least ten percent of the total bid amount. No bid shall be considered unless cash, cashiers' or certified check, or bidder's bond is enclosed therewith.

2.08 WITHDRAWAL OF PROPOSAL. Any bid may be withdrawn at any time prior to, but not after, the hour fixed in the public notice for the opening of bids, provided that a request in writing, executed by the bidder or his duly authorized representative, for the withdrawal of such bid, is filed with the City Engineer. The withdrawal of a bid shall not prejudice the right of a bidder to file a new bid.

2.09 PUBLIC OPENING OF PROPOSALS. Proposals will be opened and read publicly at the time and place indicated in the Notice to Bidders. Bidders or their authorized agents and the public are invited to be present.

2.10 DISQUALIFICATION OF BIDDERS. The City will not consider more than one proposal from an individual, firm, or partnership, a corporation, or an association under the same or different names. A Contractor may be interested in one bid as prime Contractor and another as subcontractor, providing no collusion exists. Proposals in which the prices are unbalanced may be rejected.

2.11 COMPETENCY OF BIDDERS. No bid will be accepted from or contract awarded to a Contractor to whom a proposal form has not been issued by the Engineer or who has not successfully performed on projects of similar character and scope of proposed construction. Submit a completed Bidder's Information Statement with your proposal using the form provided by the City.

2.12 PERMITS AND LICENSES. Comply with Section 5-1.20B, "Permits, Licenses, Agreements, and Certifications," of the Standard Specifications and these special provisions.

Additionally, Contractor must:

- Hold a valid City of Seaside business license for the duration of this contract.
- Possess a Class B General Contractors License, C-4 Boiler Hot Water Heating and Steam Fitting Contractors License, or C36 Plumbing Contractors License
- Obtain all applicable permits at no additional cost to the City
- Obtain City of Seaside no-fee building permit

SECTION 3. AWARD AND EXECUTION OF CONTRACT

3.01 GENERAL. The bidder's attention is directed to the provisions in Section 3, "Contract Award and Execution," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

Bid protests are to be delivered to the following address: 440 Harcourt Avenue, Seaside, CA 93955

The contract shall be executed by the successful bidder and shall be returned, together with the contract bonds, to the City so that it is received within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Public Works, 440 Harcourt Avenue, Seaside, CA 93955.

3.02 AWARD OF CONTRACT. The City reserves the right to reject any or all bid proposals and to waive minor irregularities or informalities in any bonds or in any proposals. Bids are required for all the work described herein unless otherwise indicated on the proposal. The award of contract, if awarded, will be made within sixty calendar days to the lowest responsible bidder whose proposal complies with all the requirements prescribed.

3.03 CONTRACT BONDS. The successful bidder shall furnish three separate bonds: a performance bond, a labor and materials bond and a surety bond. Each of the said bonds shall be executed in a sum equal to one hundred percent of the Contract price and issued by a bonding company with an A.M. Best rating of A- or better, or instrument of credit.

- Performance Bond: This bond shall guarantee the faithful performance of said contract by the Contractor. The performance bond will be held until final acceptance of the project.
- Labor and Materials Bond: This bond shall be furnished as required by the terms of Division 3, Title 15, Chapter 7, Section 3247, et seq. of the Civil Code of the State of California. The Labor and Materials bond shall be held until final acceptance of the project.
- Surety Bond: This bond shall serve as surety for the guaranty requirements, as follows: The successful bidder shall unconditionally guarantee the materials for a period of one year from the date of recording of the notice of completion. The guarantee shall cover one hundred percent of all costs of repairs within this one-year period, including all costs of labor, materials, equipment and incidentals.

Whenever any surety or sureties on any such bonds, or on any bonds required by law for the protection of the claims of laborers and material suppliers, become insufficient, or the City has cause to believe that such surety or sureties have become insufficient, a demand in writing may be made of the Contractor for such further bond or bonds or additional surety, not exceeding that originally required as is considered necessary considering the extent of the work remaining to be done. Thereafter, no payment shall be made upon such contract to the Contractor or any assignees of the Contractor until such bond or bonds or additional surety have been furnished.

3.04 EXECUTION OF CONTRACT. Attention is directed to the provisions in Section 3-1.18 "Contract Execution" of the Standard Specifications. The contract shall be signed by the successful bidder and returned, together with the contract bonds, copies of insurance policies, and Certificates of Insurance within 10 days, not including Saturdays, Sundays and legal holidays, after the bidder has received the contract for execution.

3.05 FAILURE TO EXECUTE CONTRACT. Failure to execute a contract and file acceptable bonds within five calendar days after receiving notice that the contract has been awarded shall be just cause for the annulment of the award and the forfeiture of the proposal guaranty. If the successful bidder refuses or fails to execute the contract, the City Council may award the contract to the second lowest responsible bidder. On the refusal or failure of the second or third lowest responsible bidder to whom such contract is so awarded to execute the same, such bidder's guaranty shall be likewise forfeited to the City. The work may then be readvertised or may be constructed by day labor as the City Council may decide.

3.06 RETURN OF PROPOSAL GUARANTIES. Within ten days after the award of contract, the City will return the proposal guaranties accompanying such of the proposals as are not to be considered in making the award. All other proposal guaranties will be held until the contract has been finally executed, after which they will be returned to the respective bidder whose proposal they accompany.

3.07 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor agrees to indemnify, defend and hold harmless, City and any and all of City's boards, officers, employees, agents, assigns, and successors in interest through legal counsel reasonably acceptable to the City, from and against any and all claims losses, demand and expenses, including, but not limited to, attorney's fees and cost of litigation, on account of bodily injury, including death, or property damage arising out of or in any way connected to the work performed by Contractor under this agreement. Without affecting the rights of City under any provision of this agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.

3.08 RESPONSIBILITY FOR DAMAGE AND INSURANCE. Prior to the beginning of and throughout the duration of the work, Contractor will maintain insurance in conformance with the requirements set forth below. Contractor will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, it will be amended to do so. Contractor acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Contractor shall provide the following types and amounts of insurance:

1. Commercial General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits shall be no less than \$2,000,000 per occurrence for all covered losses and no less than \$4,000,000 general aggregate.

Contractor's policy shall contain no endorsements limiting coverage beyond the basic policy coverage grant for any of the following:

- Explosion, collapse or underground hazard (XCU)
- Products and completed operations
- Pollution liability
- Contractual liability

Coverage shall be applicable to City for injury to employees of contractors, subcontractors or others involved in the project. Policy shall be endorsed to provide a separate limit applicable to this project.

2. Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 per accident for all covered losses.
3. Business Auto Coverage on ISO Business Auto Coverage form CA 00 01 06 92 including symbol 1 (Any Auto) or the exact equivalent. Limits shall be no less than \$1,000,000 per accident, combined single limit. If Contractor owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Contractor or Contractor's employees will use personal autos in any way on this project, Contractor shall provide evidence of personal auto liability coverage for each such person.
4. Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Contractor, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence and aggregate.

Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Best rating of A- or better and a minimum financial size VII.

Contractor and City agree as follows:

1. Contractor agrees to endorse the third party general liability coverage required herein to include as additional insureds City, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition date of 1985. Contractor also agrees to require all contractors, subcontractors, and anyone else involved in any way with the project contemplated by this agreement to do likewise.
2. Any waiver of subrogation express or implied on the part of City to any party involved in this agreement or related documents applies only to the extent of insurance proceeds actually paid. City, having required that it be named as an additional insured to all insurance coverage required herein, expressly retains the right to subrogate against any party for sums not paid by insurance. For its part, Contractor agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the project(s) contemplated by this agreement, to do likewise.
3. All insurance coverage maintained or procured by Contractor or required of others by Contractor pursuant to this agreement shall be endorsed to delete the subrogation condition as to City, or to specifically allow Contractor or others providing insurance herein to waive subrogation prior to a loss. This endorsement shall be obtained regardless of existing policy wording that may appear to allow such waivers.
4. It is agreed by Contractor and City that insurance provided pursuant to these requirements is not intended by any party to be limited to providing coverage for the vicarious liability of City, or to the supervisory role, if any, of City. All insurance coverage provided pursuant to this or any other agreement (express or implied) in any way relating to City is intended to apply to the full extent of the policies involved. Nothing referred to here or contained in any agreement involving City in relation to the project(s) contemplated by this agreement is intended to be construed to limit the application of insurance coverage in any way.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. Contractor shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
7. Proof of compliance with these insurance requirements, consisting of binders of coverage, or endorsements, or certificates of insurance, at the option of City, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Contractor or deducted from sums due Contractor, at City option.
8. Contractor agrees to endorse, and to require others to endorse, the insurance provided pursuant to these requirements, to require 30 days notice to City and the appropriate tender prior to cancellation of such liability coverage and notice of any material alteration or non-renewal of any such coverage, and to require contractors, subcontractors, and any other party in any way involved with the project contemplated by this agreement to do likewise.
9. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Contractor or any subcontractor, is intended to apply first and on a primary non-contributing basis in relation to any other insurance or self insurance available to City.
10. Contractor agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by contractor, provide the same minimum insurance coverage required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
11. Contractor agrees that all layers of third party liability coverage required herein, primary, umbrella and excess, will have the same starting and expiration date. Contractor agrees further that all other third party coverages required herein will likewise have concurrent starting and ending dates.
12. Contractor agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its

obligations to City. If contractor's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with the contractor, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.

13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, all contracts pertaining to the project will be deemed to be executed when finalized and any activity commences in furtherance of performance under this agreement.
15. Contractor acknowledges and agrees that any actual or alleged failure on the part of City to inform Contractor of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. Contractor will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. The insurance shall include but not be limited to products and completed operations and discontinued operations, where applicable. Termination of this obligation is not effective until City executes a written statement to that effect.
17. Contractor agrees to waive its statutory immunity under any workers' compensation statute or similar statute, in relation to the city, and to require all subcontractors and any other person or entity involved in the project contemplated by this agreement to do likewise.
18. Requirements of specific coverage features are not intended as limitations on other requirements or as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be all-inclusive.
19. Any provision in any of the construction documents dealing with the insurance coverage provided pursuant to these requirements, is subordinate to and superseded by the requirements contained herein. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
20. All liability coverage provided according to these requirements must be endorsed to provide a separate aggregate limit for the project that is the subject of this agreement and evidencing products and completed operations coverage for not less than two years after issuance of a final certificate of occupancy by all appropriate government agencies or acceptance of the completed work by City.
21. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
22. Contractor agrees to obtain and provide to City a copy of Professional Liability coverage for Architects or Engineers working on this project through Contractor. City shall determine the liability limit.

SECTION 4. PROSECUTION AND PROGRESS

4.01 BEGINNING OF WORK, TIME OF COMPLETION, AND LIQUIDATED DAMAGES. Attention is directed to the provisions in Section 8-1.04, "Start of Job Site Activities," in Section 8-1.05 "Time" and in Section 8-1.10, "Liquidated Damages," of the Standard Specifications.

The Contractor shall begin work within 15 calendar days after the Notice to Proceed has been issued by the City of Seaside. This work shall be diligently prosecuted to completion before the expiration of 73 WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City of Seaside the sum of \$1,000 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

Upon written request of the Contractor, the Engineer will add one day to the contract completion date for each working day that in the judgment of the Engineer work cannot be performed to the specifications herein due to inclement weather conditions. The Contractor shall submit such delay request to the Engineer no later than 9:00 a.m. on the workday in question.

4.02 PRECONSTRUCTION CONFERENCE. Prior to or in conjunction with issuance of the Notice to Proceed, a preconstruction conference will be held for the purpose of discussing with the Contractor the scope of work, contract drawings, specifications, existing conditions, schedule, traffic control, materials to be ordered, equipment to be used, and all essential matters pertaining to the prosecution of and the satisfactory completion of the project as required. The Contractor's representative at this conference shall include all major superintendents for the work and may include major subcontractors.

At or before the preconstruction conference, submit to the Engineer a "letter of responsibility" on company letterhead indicating (1) the names and phone numbers of at least three different persons who shall be available to be contacted in case of emergency at any time during the term of the contract. (said persons must have decision-making authority within the company); and (2) the name and title of each of your officials who will be authorized to sign contract change orders, daily extra work reports, and the final pay estimate.

4.03 SUBCONTRACTORS. In the event that the bidder proposes to subcontract any portion of the work in an amount in excess of one-half of one percent (0.5%) of the total amount of bid, he shall complete the form included in the proposal showing the name and location of the place of business of each subcontractor and the portion of the work to be done by such subcontractor. The purchase of sand, gravel, crushed rock, batched concrete, aggregates, ready-mixed concrete and/or any other materials produced at and furnished from established and recognized commercial plants, together with the delivery of such materials to the site of the work by means of vehicles owned and operated by such plants or by recognized commercial hauling companies, shall not be considered as subcontracting under these special provisions.

4.04 SCHEDULE. A detailed progress schedule shall be submitted for approval at the scheduled pre-construction meeting. Schedule must comply with the requirements of Section 8-1.02 "Schedule" of the Standard Specifications.

4.05 SUSPENSION OF CONTRACT. Attention is directed to Section 8-1.13, "Contractor's Control Termination" of the Standard Specifications for requirements regarding suspension of contract.

4.06 RESOLUTION OF CONSTRUCTION CLAIMS. "Claim" means a separate demand by the Contractor for (1) a time extension, (2) payment of money or damages arising from work done by or on behalf of the Contractor pursuant to the contract for a public work and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to, (3) an amount the payment of which is disputed by the City. This section applies to all public works claims of three hundred seventy-five thousand dollars [\$375,000] or less. For any claim subject to this section, the following requirements apply:

1. The claim shall be in writing and include the documents necessary to substantiate the claim. Claims must be filed on or before the date of final payment. Nothing herein is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims.
2. For claims of less than fifty thousand dollars the City shall respond in writing to any written claim within 45 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the claimant.

If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the claimant within 15 days after receipt of the further documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.

3. For claims of over fifty thousand and less than or equal to three hundred seventy-five thousand dollars the owner shall respond in writing to all written claims within 60 days of receipt of the claim, or may request in writing within 30 days of receipt of the claim any additional documentation supporting the claim or relating to defenses or claims the City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this section upon mutual agreement of the City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the claimant in producing the additional information or requested documentation, whichever is greater.
4. If the claimant disputes the owner's written response or the City fails to respond within the time prescribed, the claimant may so notify the City in writing either within 15 days of receipt of the City's response or within 15 days of the City's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.
5. If following the meet and confer conference the claim or any portion remains in dispute, the claimant may file a claim pursuant to Chapter 1 [commencing with Section 900] and Chapter 2 [commencing with Section 910] of Part 3, Division 3.6, Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his or her written claim pursuant to subsection (1) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

The following procedures are established for all civil actions filed to resolve claims subject to this article:

- (1) Within 60 days, but no earlier than 30 days, following the filing of response pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within 15 days by both parties of a disinterested third person as mediator, shall be commenced within 30 days of the submittal, and shall be concluded within 15 days from commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.
- (2) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, Article 3 [commencing with Section 2016] of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

In addition to Chapter 2.5 [commencing with Section 1141.10] of Title 3 of Part 3 of the Code of Civil Procedure, [A] arbitrators shall, when possible, be experienced in construction law, and [B] any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

4.07 MEASUREMENT AND PAYMENT. Measurement and payment shall conform to the applicable provisions of Section 9 of the Standard Specifications, except as the referenced section is modified herein.

The City does not share costs. You are responsible for the entire cost of flagging and BMP maintenance.

4.08 PROGRESS PAYMENTS. Attention is directed to Section 9-1.16, "Progress Payments," of the Standard Specifications.

After acceptance of the contract pursuant to the provisions in Section 9-1.17, "Payment After Contract Acceptance," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

The City shall retain five percent of such estimated value of the work done as aforesaid as part security for the fulfillment of the contract by the Contractor, and shall pay monthly to the Contractor while carrying on the work the balance not retained, as aforesaid, after deducting therefrom all previous payments and all sums to be kept or retained under the provisions of the contract. No such estimate or payment shall be required to be made when, in the judgment of the Engineer, the work is not proceeding in accordance with the provisions of the contract, or when, in his judgment, the total value of the work done since the last estimate amounts to less than Three hundred dollars. No such estimate or payment shall be construed to be an acceptance of any defective work or improper materials.

The City of Seaside, by and through the appropriate officer or officers, may at its option and at any time retain out of any amounts

due the Contractor sufficient to cover any unpaid claims provided that sworn statements of said claims shall have been filed in the office of the City Engineer.

No progress payments will be made for any materials on hand which are furnished but not incorporated in the work.

4.09 FINAL PAYMENT. Within fifteen days after the completion of the work, make a semi-final estimate in writing of the final quantities of work done under the contract and the value of such work and submit such estimate to the Engineer. The City will retain five percent of such estimated value of the work done and will pay to the Contractor the balance not retained as aforesaid after deducting therefrom all amount to be kept and all amounts to be retained under the provisions of the contract.

Within fifteen days after submission to the City of the semi-final estimate, submit to the Engineer your written statement of all claims for additional compensation due under the contract. Claim statements must comply with the requirements of Section 9-1.17D(2), "Claim Statement" of the Standard Specifications.

Upon your approval, or if you file no claims within said period of fifteen days, the Engineer will issue a final written estimate, and the City will pay you the entire sum so found to be due after deducting therefrom all previous payments and all amounts to be kept or retained under the provisions of the contract. If you, within said period of fifteen days, file claims, the Engineer will then consider and investigate such claims, and will make such revision in the final quantities as he may find to be due, and will then make and issue a final written estimate. The City will pay the amount so found due, after deducting therefrom all previous payments and amounts to be retained under the provisions of the contract.

All prior partial estimates and payments shall be subject to correction in the final estimate and payment. The final estimate shall be conclusive and binding against both parties to the contract on all questions relating to the performance of the contract and the amount of work done thereunder and compensation therefor, except in the case of gross error.

Payment on the final estimate shall not be due and payable in less than thirty-five days after the date of recording of the notice of completion in the county recorder's office.

The City, by and through the appropriate officer or officers may at its option and at any time retain out of any amounts due the Contractor sums sufficient to cover any unpaid claims provided that sworn statements or said claims shall have been filed in the Public Works Department.

Attention is directed to Section 5.06, "Prompt Payments," of these Special Provisions.

4.10 CLEANUP. Attention is directed to Section 4-1.13, "Cleanup," of the Standard Specifications. Ensure that all vehicles leaving the site area are in a condition so that no dirt or debris will be spilled upon the City's streets or highways. Full compensation for all cleanup work is considered included in the various contract bid items, and no additional payment will be made therefore.

4.11 HOURS OF WORK. The hours of construction shall be begin at 7:00 am and end at 5:00 pm Monday through Friday. No work except maintenance of the traveled way or maintenance of completed work shall be performed on Saturday, Sunday or legal holidays without prior written approval of the Engineer. Perform overtime and shift work only when approved by the Engineer. You must pay the City's costs for inspection and management of overtime and shift work.

4.12 PUBLIC NOTIFICATION. Prior to beginning work and during the course of the work, deliver notices to each business and resident adjacent to the project area, and to residents of adjacent streets that may have access restricted during construction. Submit notices and proposed delivery schedule for each at the pre-construction conference. Notices in English and Spanish shall be posted as door hangers at each address at least on month prior to the work and within two (2) weeks of restricting access. Notice must include a brief description of the work, estimated duration of access restriction, and names, email addresses and mobile phone numbers for Contractor' Project Superintendent and City contact representatives.

In addition to obtaining approval from the Seaside Police and Fire Departments in compliance with the Public Safety section of these special provisions, notify the United States Post Office (831.394.6329), and Monterey-Salinas Transit (831.899.2555) by telephone two workdays prior to implementing street and lane closures for this project.

Full compensation for providing public notification shall be considered as included in the contract lump sum price paid for "Mobilization," and no separate payment will be made therefor.

SECTION 5. GENERAL

5.01 LABOR NONDISCRIMINATION. Comply with the requirements of Section 7-1.02I(2) "Nondiscrimination," of the Standard Specifications.

5.02 PREVAILING WAGE. The general prevailing wage rates are determined by the Director of Industrial Relations, for the County of Monterey. Current prevailing wage rates can be found in "General Prevailing Wage Determinations made by the Director of Industrial Relations" (wage determinations) at the Division of Labor Statistics and Research, Prevailing Wage Unit, P. O. Box 420603, San Francisco, CA 94142, (415) 703-4774, or at DIRs website at <http://www.dir.ca.gov/>. These wage rates are not included in the Bid book for the project. Changes, if any, to the general prevailing wage rates will be available at the same location. The City will include a copy of the applicable State prevailing wage rates with the contract.

The Contractor will be required to maintain and distribute certified payroll records in compliance with Section 1776 of the California Labor Code. The Contractor shall register as specified in Labor Code section 1771.1(a). The project is subject to compliance monitoring and enforcement by the Department of Industrial Relations in accordance with Labor Code sections 1725.5 (contractor registration requirements and criteria), 1771.1 (requirement to register as a condition to bid or work on public works), and 1771.4 (project compliance monitoring).

The labor surcharge, equipment rental rates, and the delay factors for each classification of equipment are listed in the Department of Transportation publication entitled "Labor Surcharge and Equipment Rental Rates."

5.03 PUBLIC SAFETY. The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.04, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations--The near edge of the excavation is 12 feet or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 1 foot deep.
 - 3. Trenches less than 1 foot wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical: horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles--The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas--Material or equipment is stored within 12 feet of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.04, "Public Safety," of the Standard Specifications, shall be offset a minimum of 15 feet from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 1 foot transversely to 10 feet longitudinally with respect to the edge of the traffic lane. If the 15 feet minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Miles Per Hour)	Work Areas
Over 45 Miles Per Hour	Within 6 feet of a traffic lane but not on a traffic lane
35 to 45 Miles Per Hour	Within 3 feet of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 10 feet without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

In addition to any other measures pursuant to the provisions of Section 7-1.04, "Public Safety," of the Standard Specifications, your attention is directed to the following special provisions. Maintain access to all fire hydrants within the project area to the satisfaction of the Seaside Fire Department. Obtain their written approval prior to using any hydrant within the City of Seaside.

Make provisions for the safe passage of pedestrians around the area of work at all times.

Construction is within City owned right-of-way, and you must make provisions for the safe passage of public traffic through the necessary portions of the work at all times, unless full closure of the right-of-way is required and authorized by the Engineer.

Maintain access to adjacent parking areas by motor vehicles at all times, and make provisions for the safe passage of pedestrians around walkway and parking areas at all times.

Prior to the closure of any portion of a street, written approval shall be obtained from the Seaside Fire Department (831.899.6790), the Seaside Police Department (831.899.6280), and the Engineer. Fire and Police Departments shall immediately be notified when such street is reopened. Keep the City police and fire departments informed of obstructions in either public or private roads caused by reason of your operations.

Comply with the California MUTCD for all items related to traffic control.

The fact that rain or other causes, either within or beyond your control, may force suspension or delay of the work shall in no way relieve you of responsibility for maintaining traffic through the project and providing local access as specified herein. At all times, keep on the job such materials, force, and equipment as may be necessary to keep roads, streets, and driveways within the project open to traffic and in good repair, and expedite the passage of such traffic, using such force and equipment as may be necessary.

Should you fail, in the opinion of the Engineer, to provide all the materials, force, and equipment necessary to maintain traffic through the work as set forth herein, the City, upon the recommendation of the Engineer, may take steps necessary to suspend the contract. The City may then, upon such suspension, cause such work as may be necessary to maintain traffic to be done and may charge same against you and your sureties.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

5.04 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES. Comply with the requirements of Section 14-11, "Hazardous Waste and Contamination" of the Standard Specifications.

Contractor shall take appropriate action in accordance with all guidelines and policies applicable to this work associated with the Code of Federal Regulations (CFR), Environmental Protection Agency (EPA), National Institute for Occupational Safety and Health (NIOSH), and the Occupational Safety and Health Administration (OSHA) to protect employees and public. Contractor shall submit a written Plan describing sequence of demolition and description of measures to protect employees and public and prevent contamination from entering the environment. Plan shall include air monitoring during relevant phases of demolition and post construction performed by an individual qualified to conduct air sampling.

If delay of work in the area delays the current controlling operation, you will be compensated for the delay in conformance with the provisions in Section 8-1.07, "Delays," of the Standard Specifications.

5.05 SUBCONTRACTING. Comply with the requirements of Section 5-1.13, "Subcontracting" of the Standard Specifications. The Contractor shall perform, with the Contractor's own organization, contract work amounting to not less than 50 percent of the original total contract price, except that any designated "Specialty Items" performed by subcontract may be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with the Contractor's own organization. Attention is also directed to Section 2, "Proposal Requirements and Conditions," Section 3, "Award and Execution of Contract," elsewhere in these Special Provisions. A sheet for listing the subcontractors is included in the proposal.

5.06 PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS. The City of Seaside shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency

SECTION 6. NOT USED

SECTION 7. MATERIALS

7.01 SOURCE OF SUPPLY AND QUALITY OF MATERIALS. All materials required to complete the work under the attached contract shall be furnished by the Contractor unless otherwise specified. Upon approval of the contract, the Contractor shall notify the Engineer of the proposed source of supply of all materials to be used in the work, and shall furnish samples of such materials as may be required by the Engineer for testing.

At the request of the Engineer, the Contractor shall submit manufacturer/supplier certificates of compliance for any or all materials used in the construction of the project. If certification is so requested, said certificates must be reviewed and accepted in writing by the Engineer prior to any use or installation of the material on the project.

7.02 TRADE NAMES AND ALTERNATIVES. Attention is directed to Section 6-1.05, "Specific Brand or Trade Name and Substitution," of the Standard Specifications.

Requests for substitutions will be considered only if received within 10 calendar days from the date of award. Requests received after this period may be accepted or rejected at the discretion of the Engineer.

Prepare and submit each request for substitution to the City in accordance with the procedures for submittals. Provide the following additional information:

1. An explanation of the advantages to the City for accepting the substitution.
2. A comparison of significant qualities of the proposed substitution with those specified.
3. When the substitute equipment or material necessitates changes to or coordination with any portion of the work, include drawings and details showing all such changes. You must perform these changes as a part of any acceptance of substitute material or equipment.
4. A statement indicating the substitution's effect on the construction schedule compared to the construction schedule without acceptance of the substitution. Indicate the effect of the proposed substitution on overall contract time.
5. Cost information, including a proposal of the net change, if any, in the Contract Sum.
6. Certification that the substitution is equal to or better in every respect to that required by Contract Documents, and that it will perform adequately in application indicated. Include Contractor's waiver of rights to additional payment or time extensions that may be necessary because of the substitution's failure to perform adequately.

Substitution requests will be considered by the Engineer when the following conditions are satisfied, as determined by the Engineer; otherwise, requests will be returned without action except to record noncompliance with these requirements.

1. Extensive revisions to Contract Documents are not required.
2. Proposed changes are in keeping with the general intent of Contract Documents.
3. The request is timely, fully documented and properly submitted.
4. The specified product or method of construction cannot be provided within the specified Contract Time. The request may not be considered if the product or method cannot be provided as a result of failure of the Contractor to pursue the work promptly or coordinate activities properly.
5. A substantial advantage is offered the City, in terms of cost, time, energy conservation or other considerations of merit, after deducting offsetting responsibilities the City may be required to bear. Additional responsibilities for the City may include additional compensation to the Consulting Engineer/Architect for redesign and evaluation services, increased cost of other construction by the City or separate contractors, and similar considerations.
6. The specified product or method of construction cannot receive necessary approval by a regulatory agency, and the requested substitution can be approved.
7. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where the Contractor certifies that the substitution will overcome the compatibility.
8. The specified product or method of construction cannot be coordinated with other materials, and where the Contractor certifies that the proposed substitution can be coordinated.
9. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution can provide the required warranty.

Submittal of shop drawings, product data or samples that do not comply with the Contract Documents does not constitute a valid request for substitution, nor does it constitute acceptance of a substitution.

The Engineer will notify the Contractor of acceptance or rejection of the proposed substitution within 28 calendar days of receipt. If a decision on use of a substitute cannot be made within these time limits, the product originally specified shall be used.

No extension of contract time will be allowed through your failure to either transmit requests for substitution sufficiently in advance of the work, or on account of processing time outside the time limits noted above.

Should the originally specified materials not be available within the specified contract time due to your failure to order and obtain such materials, you are responsible to provide, install and maintain a temporary "equal" material as approved by the City, and for replacing such temporary material with the required product upon availability. You are responsible for all costs associated with the installation, maintenance, and removal of the temporary product and the installation of the specified product, including an extended one year warranty to cover the final product installed. Sufficient funds to cover the purchase and installation of the specified product will be withheld until such work has been completed and accepted by the City.

The use of any material or equipment so offered will be permitted only after written acceptance of the Contractor's offer by the Engineer. Such acceptance by the Engineer shall not relieve the Contractor from full responsibility from the efficiency, sufficiency, and quality, and performance of the substitute material or equipment, in the same manner and degree as the material and equipment specified in the Contract Documents.

7.03 SUBMITTALS. This section supplements the requirements of section 5-1.23, "Submittals" of the Standard Specifications.

All submittals must be electronic.

Accompany submittals with a transmittal form. Use a separate form for each item, class of material, equipment, and for items specified in separate specification sections. Submittals for various items shall be made with a single form when the items taken together constitute a manufacturer's package or are functionally related such that expediency indicates checking or review of the group or package as a whole. Assign a sequential number to each submittal and note the number on the transmittal form accompanying each item submitted.

Submittal numbers shall have the following format:

XX.YY (NN-N.NN)

Where:

XX = the sequential submittal number

YY= the sequential number of the submittal ("01" for the first submittal, "02" for the second submittal, etc.)

(NN-N.NN) identifies the specification section number that requires the submittal.

For example, if the twelfth submittal made is the quality control plan for sign panels, as required by section 56-2.01A, the initial submittal would be 12.01 (56-2.01A). If a re-submittal were required, it would be 12.02 (56-2.01A).

In general, allow 10 working days for Engineer's review of submittals. Allow 20 working days for Engineer's review of submittals that include shop drawings or calculations.

SECTION 8. OTHER REQUIREMENTS

8.01 GENERAL. Section 8 includes specifications for miscellaneous project-specific work, and bid item descriptions.

8.03 PROJECT APPEARANCE. The Contractor shall maintain a neat appearance to the work. In any area visible to the public, the following shall apply, at no additional cost to the City:

When practicable, broken concrete and debris developed during clearing and grubbing shall be disposed of concurrently with its removal. No stockpiling is allowed.

8.04 WORK SEQUENCING. Work sequencing shall conform to the provisions in Section 10-1.02, "Work Sequencing," of the Standard Specifications, the plans, and these special provisions.

The Contractor's sequence of construction operations shall provide for the maintenance of full and uninterrupted utility services, except that minor planned interruptions of utility services may be permitted, with prior written approval of the Engineer. The Contractor shall submit to the City a written notice of the intent to disrupt services at least ten days prior to the planned disruption. Said notice shall specify the dates and time, nature of the service disrupted, and a complete list of properties affected. It shall be the Contractor's responsibility to notify occupants of properties affected of any services interruptions and to coordinate the work necessitating the interruption with the appropriate owners, or their authorized agents, of the utilities involved. Approval by the Engineer to disrupt services shall be in no way relieve the Contractor of his responsibility for damage or preservation of property as specified in Section 5-1.36, "Property and Facility Preservation" and Section 5-1.39, "Damage Repair and Restoration" of the Standard Specifications.

Sequence work in accordance with the "Stage Construction and Traffic Handling Plan" found in the plans.

8.05 DUST CONTROL. Control the dust resulting from construction of this project regardless of whether it is the result of your operations or caused by public traffic only.

8.06 WATERING. The application of water for dust control, landscaping, and other uses shall conform to Section 10-6 and applicable sections of the Standard Specifications, these special provisions, and as directed by the Engineer. Provide all the water required to perform any operations and work under this Contract.

8.07 OBSTRUCTIONS. Attention is directed to Section 5-1.36, "Property and Facility Preservation" of the Standard Specifications. Section 1540(a) 1 of Construction Safety Orders (Title 8) California Administrative Code, Section 1540 states:

"Prior to opening any excavation, effort shall be made to determine whether underground installations i.e., sewer, water fuel, electric lines etc., will be encountered and, if so, where such underground installations are located. When the excavation approaches the approximate location of such installation, the exact location shall be determined by carefully probing or hand digging; and, when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least two working days prior to start of actual excavation."

Contractor shall make the effort to determine the exact locations of the underground installations.

No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by inadvertent or planned interception and breaking of underground obstructions which may exist.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by you to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 6 inches in diameter or pipelines operating at pressures greater than 60 psi (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 volts, either directly buried or in duct or conduit which do not have concentric grounded conductors or other effectively grounded metal shields or sheaths. If such facilities are not located on the plans in both alignment and elevation, no work shall be performed in the vicinity of said facilities, except as provided herein for conduit to be placed under pavement, until the owner, or his representative, has located the facility by potholing, probing, or other means that will locate and identify the facility. Any conduit to be installed under pavement in the vicinity of such facilities shall be placed by the trenching method as specified.

You are responsible for the protection of utility facilities and services. Rearrangement of underground utilities may be required at various locations. You are not liable to the various utility owners nor to the City of Seaside for the cost of utility rearrangements. You must:

- (1) Coordinate the efforts of the utility owners in identifying all possible points of conflict between existing underground

utilities and improvements to be constructed under this Contract, and

- (2) Coordinate your construction activities with the utility owners to expedite the rearrangement of existing underground utilities as necessary to construct the improvements as shown on the plans.

If utility conflicts exist when you start construction, be prepared to schedule your work around these conflicts. While you will be granted time extensions without penalty for utility delays if such delays impede your overall progress, no extra payment will be made for utility delays.

Notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure.

8.08 MAINTAINING TRAFFIC. Attention is directed to Sections 7-1.03, "Public Convenience," 7-1.04, "Public Safety," and 12, "Temporary Traffic Control," of the Standard Specifications and to the Section 5.03, "Public Safety" in these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from his responsibility as provided in said Section 7-1.04. Lane closures shall conform to the provisions in section 12 of these special provisions.

At the pre-construction meeting, submit Traffic Control Plan(s) conforming to the *California MUTCD*, Part 6 "Temporary Traffic Control," and the requirements of these Special Provisions for acceptance by the Engineer.

Notify local authorities of your intent to begin traffic control work at least working 5 days before work is begun. Cooperate with local authorities relative to handling traffic through the area and make your own arrangements relative to keeping the working area clear of parked vehicles.

You bear the entire cost of flagging, including furnishing all flaggers, stands, towers and the transportation of flaggers. .

The provisions in this section shall in no wise relieve you from your responsibility for providing for the safety of the public as provided in said Section 7-1.04 nor relieve you from your responsibility for damage as provided in Section -5-1.39, "Damage Repair and Restoration "

If not otherwise specified, whenever vehicles or equipment are parked on the shoulder within 6 feet of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 25-foot intervals to a point not less than 25 feet past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a telescoping flag tree with flags. The flag tree shall be placed where directed by the Engineer.

The full width of the traveled way shall be open for use by public traffic on Saturdays, Sundays and designated legal holidays, after 3:00 p.m. on Fridays and the day preceding designated legal holidays, and when construction operations are not actively in progress.

Designated legal City holidays are: New Year's Day, Dr. Martin Luther King's Birthday, President's Day, Cesar Chaves Day Observed, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day Following Thanksgiving Day, Day before and Christmas Day. When a designated legal holiday falls on a Sunday, the following Monday shall be a designated legal holiday. When November 11th falls on a Saturday, the preceding Friday shall be a designated legal holiday.

Unless otherwise specified, provide a minimum of one paved traffic lane, not less than 10 feet wide, for use by public traffic.

8.09 COOPERATION. In the event construction is under way by other forces or by other contractors within or adjacent to the limits of the work specified, cooperate with the other contractors or other forces to the end that any delay or hindrance to their work will be avoided. Each contractor shall be responsible to the other for damage to work, to persons or property caused to the other by their operations, and for loss caused the other due to unnecessary delays or failure to finish the work within the time specified for completion.

8.10 DESCRIPTIONS OF BID ITEMS. Attention is directed to Section 9-1.03, "Payment Scope," of the Standard Specifications. The project area is as shown in the contract documents in the City of Seaside. The unit and lump sum prices paid shall be full compensation for completing the contract, and shall include all labor, materials, equipment, taxes and incidentals for a complete job, and no separate or additional compensation shall be made therefor. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished. The scope of work for each item shall

include, but shall not be limited to:

BASE BID

Item 1. Waste Management Plan: The Waste Management Plan shall describe how the Contractor will dispose of any sanitary or hazardous waste generated by the project. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos. Prior to the start of work, the Contractor shall submit a copy of the Contractor's Waste Management Plan to the Engineer. The Contractor's Waste Management Plan must comply with all federal, state, and local laws and regulations governing waste disposal. Payment for this item shall be on a lump sum basis.

Item 2. Demolition: Prior to demolition Contractor shall submit a demolition plan to be approved by the Engineer. Demolition shall include removal of fence and removal and disposal of existing flue, boiler, and other associated items as found in plans and specifications in accordance with the Waste Management Plan and the Pre-Renovation Hazardous Material Inspections report dated January 31, 2018 attached in Appendix A. Payment for this item shall be on a lump sum basis.

Item 3. Boiler: Install new boiler, flue, pumps, and other associated items per design specifications and plans to be fully operational in addition to replacement of the fence. Payment for this item shall be on a lump sum basis.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

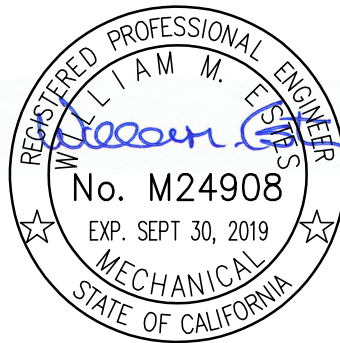
OLDEMEYER CENTER

BOILER REPLACEMENT

986 HILBY AVENUE

SEASIDE, CA 93955

AXIOM PROJECT NUMBER: 20170263



William M. Estes, Mechanical Engineer
Axiom Engineers
22 Lower Ragsdale, Dr., Suite A
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SECTION 15050
MECHANICAL GENERAL

PART I - GENERAL

1.1 GENERAL

- A. The General Conditions and Supplementary General Conditions are hereby a part of this Section as fully as if repeated herein.

1.2 SCOPE

- A. The work includes, but is not necessarily limited to, the furnishing of all labor, materials, equipment, and services necessary for, and reasonably incidental to, providing and installing complete hot water heating system, and other mechanical work as shown or indicated in the Drawings and Specifications.
- B. Consult all other Sections to determine the extent and character of this work specified elsewhere.
- C. Specifically refer to the following:
Section **15701** Hot Water Heating Systems
Section **15704** Heating System Water Treatment
- D. Make all connections to equipment requiring service from systems installed under this Section.

1.3 COORDINATION

- A. Before submitting a bid for the mechanical work the Contractor shall visit the site and become familiar with all the work on related Drawings and Specifications, and plan the work to provide the best possible assembly of the combined work of all trades. No additional costs will be considered for work which has to be relocated due to conflicts with other trades.
- B. If, after examination of the bidding documents relating to the work, the Contractor has queries concerning the nature and scope of the work or intent of the Specifications, he/she shall promptly request clarification from the **Engineer**. After contract award, claims of ignorance of the intent and scope of the contract shall not be allowed.
- C. Contractor is responsible for coordinating the schedule of inspections by **Engineer** at appropriate

stages of construction such as rough-in, pre-final, and final, and at other times required by the Specifications or by the construction. Notify **Engineer** one (1) days in advance of proposed site visit. Notification constitutes certification that construction is, or will be, complete and ready for inspection.

1.4 **SAFETY**

- A. Contractors must conduct a weekly safety meeting with their employees and provide documentation as to attendance and topics of discussion. **Engineer's** construction support services do not constitute review or approval of Contractor's safety procedures. Contractor shall comply with all OSHA regulations. Contractor is required to obtain and pay for insurance required to cover all activities within Contractor's Scope of Work.

1.5 **BUILDING LAWS**

- A. Mechanical work shall conform to all requirements prescribed by governmental bodies having jurisdiction and is to be in accordance with the California Building Code; all federal, state, and local codes and ordinances; all OSHA requirements; **California** Plumbing Code, California Mechanical Code, **California** Fire Code; California State Code Title 8, Title 21, Title 24; and the Energy Conservation Standards.
- B. Should any part of the design fail to comply with such requirements, the discrepancy shall be called to the attention of the **Engineer** prior to submitting bid.
- C. Should there be any direct conflict between the Drawings and/or Specifications and the above rules and regulations, the rules and regulations shall take precedence. However, when the indicated material, workmanship, arrangement, or construction is of a superior quality or capacity to that required by above rules and regulations, the Drawings and/or Specifications shall take precedence. Rulings and interpretations of enforcing agencies shall be considered as part of the regulations.
- D. After a Contract is awarded, if minor changes or additions are required by the aforementioned authorities, even though such work is not shown on Drawings or overtly covered in the Specifications, they must be included at the Contractor's expense.

- E. The Contractor is responsible to coordinate and make adjustments in his/her work with the full set of Contract Drawings and Specifications.
- F. All piping, flues, and equipment shall be securely anchored to building structure as required herein and by the California Building Code.

1.6 PERMITS, FEES, AND UTILITIES

- A. The Contractor shall obtain and arrange for all required permits and inspections. **Owner** shall pay any fees.

1.7 PAINTING

- A. See Division 09 for painting of piping, equipment, etc.

PART II - PRODUCTS

2.1 MATERIALS

- A. All materials used shall be new as listed in subheadings and indicated on Drawings. Inspect all materials and immediately remove defective materials from the site.
- B. All electrical materials shall bear the label of, or be listed by, the Underwriters' Laboratories (UL), unless the material is of a type for which label or listing service is not provided.
- C. Substitution:
 - 1. No substitute materials or equipment may be installed without the written approval of the **Engineer**.
 - 2. Use of substitute materials or equipment may require changes in associated materials and equipment. Contractor shall submit detailed Shop Drawings and installation instructions of substitute materials and equipment to **Engineer** for approval. Such submittals shall address all changes required in other items.
 - 3. All additional costs incurred by the substitution of material or equipment, or the installation thereof whether Architectural, Structural, Mechanical, Plumbing, or Electrical shall be borne by the Contractor who substitutes the

materials or equipment in place of the items specified.

- D. Quality of Materials: Pipe fittings and equipment may be taken from stock but the Contractor will be required to submit manufacturer's certificates identifying the material and equipment furnished as conforming with these Specifications and such codes and standards as apply to the equipment specified. Any material on the site which cannot be identified by manufacturer's mark shall be removed from the site at **Engineer's** request.

2.2 SUBMITTALS

- A. The review of submittals and approval thereof by the **Engineer** does not relieve the Contractor from compliance with the requirements and intentions of the Drawings and Specifications to which the submittals pertain. The contractor acknowledges its responsibility to submit complete shop drawings and other required submittals. Incomplete submittals will be returned to the contractor unreviewed.
- B. Material List: An itemized list of material and equipment which the Contractor proposes to use shall be submitted to the **Engineer** with number of copies indicated and within time indicated.
- C. Shop Drawings and Product Data:
1. Submit all required Shop Drawings, product data, etc. at one time. Submittals shall be bound, tabbed, and properly indexed by Specification Section.
 2. Each item shall be identified by manufacturer, brand, and trade name; model number, size, rating, and whatever other data is necessary to properly identify and verify the materials and equipment. The words "AS SPECIFIED" will not be considered sufficient information.
 3. Each submittal shall bear the Contractor's stamp and mark indicating the Contractor has reviewed and approved the submittal.
 4. Each submitted item shall refer to the Specification Section and paragraph in which the item is specified.
 5. Accessories, controls, finish, etc. not required to be submitted or identified with the submitted

equipment shall be furnished and installed as specified.

6. Submittals shall be all inclusive with all items requiring submittals being submitted at the same time; individual submittals will not be accepted.
7. Place orders for all equipment in time to prevent any delay in construction schedule or completion of project. If any materials or equipment are not ordered in time, additional charges made by equipment manufacturers to complete their equipment in time to meet construction schedule, together with any special handling charges, shall be borne by Contractor.

PART III - EXECUTION

3.1 DRAWINGS

- A. The Drawings show the general arrangement and location of the piping and equipment. Work shall be installed in accordance with the Drawings, except for changes required by conflicts with the work of other trades. The Contractor shall provide for the support, expansion, and pitch of any rearranged piping in conformance with the intent of the Drawings, Specifications, and codes.
- B. Mechanical Drawings are diagrammatic and are intended to show the approximate location of equipment and piping. Dimensions shown on Drawings shall take precedence over scaled dimensions on Drawings. All dimensions shall be verified in the field by the Contractor.
- C. The exact location of apparatus, equipment, and piping shall be ascertained from the **Engineer** or the **Engineer's** representative in the field, and work shall be laid out accordingly. Should the Contractor fail to ascertain such locations the work shall be changed at Contractor's own expense when so ordered by the **Engineer**. The **Engineer** reserves the right to make minor changes in the location of piping and equipment up to the time of installation without additional cost.
- D. It is the intention of the Drawings and Specifications that, where certain mechanical items such as unions, expansion joints, and other mechanical components are not shown, but where such items are required by the nature of the work, shall be furnished and installed.

- E. The Mechanical Drawings and Specifications are intended to supplement each other. Any material or labor called for in one shall be furnished even though not specifically mentioned in the other.
- F. Pipe sizes shown are the minimum allowable and shall be increased in size if required by code or wherever necessary to meet unusual conditions.

3.2 RECORD DRAWINGS

- A. Record Drawings shall be maintained at all times showing the exact location of equipment, control panels, piping mains, branches, valves, etc. installed under all Sections. Obtain from the **Owner**, at cost, a complete set of prints. On these prints systematically and accurately keep a dimensional record of all work installed different from those shown on Drawings. Have these Drawings readily available for reference.
- B. Record Set: When above information is complete and acceptable to the **Engineer** transfer this information accurately to reproducible tracings, purchased at cost from the **Engineer** for this purpose, and deliver to the **Engineer** for final review.
- C. Upon completion of the **Engineer** review of the Record Set the Contractor shall incorporate changes, as noted on the record set, including dimensions. Deliver transparencies with one (1) set of prints to the **Engineer**. Deliver one (1) complete set of prints to building Owner within ten (10) days of issuance of final occupancy report.
- D. Inspector's Approval: Where a full-time inspector is employed by the **Owner**, the Record Drawing information shall be reviewed by the inspector during the course of construction and shall have the inspector's approval before submission to the **Engineer**.

3.3 MECHANICAL ACCEPTANCE TESTS

- A. Documentation on standard State of California Acceptance forms and inspection documents as listed on the project Certificate of Compliance shall be submitted to building department prior to issuance of building permit.
- B. The required acceptance documents generated by the responsible person shall be signed by a designated licensed professional before submitting the required documents for final occupancy permit.

3.4 DAMAGE

- A. Repair any damage to the building, premises, and equipment occasioned by the work under this Section.
- B. Repair all damage to any part of the building or premises caused by leaks or breaks in pipe, or malfunctions of equipment furnished or installed under this Section until the warranty period expiration date.

3.5 COMPLETE WORKING INSTALLATION

- A. The Drawings and Specifications do not attempt to list every item that must be installed. When an item is necessary for the satisfactory operation of equipment, is required by the equipment manufacturer, or accepted as good practice, furnish without change in Contract cost.

3.6 STORAGE

- A. Provide proper protection and storage of all items and tools required for this work.

3.7 QUALITY OF WORK

- A. The quality of work shall be of a standard generally accepted in the respective trade. Use only experienced, competent, and properly equipped workers. Replace work falling below this standard as directed by the **Owner**.
- B. Systems shall be worked into a complete and integrated arrangement with like elements arranged to make a neat appearing and finished piece of work, with adequate head room and passageway free from obstructions. Such systems shall be installed by laborers experienced in the respective trades involved.

3.8 ELECTRICAL REQUIREMENTS - CONTROLS AND COORDINATION WITH ELECTRICAL CONTRACTOR

- A. Mechanical Contractor shall coordinate with the Electrical Contractor on furnishing and installing of controls, motors, starters, etc. Coordinate means informing Electrical Contractor of items requiring electrical connection, providing copies of submittal data, installation data, scheduling work to insure efficient progress, and promptly supplying those items to be installed by Electrical Contractor.

- B. The specific requirements for electrical power and/or devices for each and every piece of mechanical and plumbing equipment requiring electrical service, supplied and/or installed under this Contract, shall be coordinated and verified with the Mechanical and Plumbing Drawings, the Mechanical and Plumbing Sections of these Specifications, and with the manufacturers of the mechanical and plumbing equipment supplied. This shall include the voltage, phase, and ampacity; conduit requirements; and exact location and type of disconnect, control, and/or connection required. Any changes from the Drawings and Specifications required as a result of this coordination shall be part of this Contract.
- C. Electrical Contractor shall furnish and install the following for all mechanical equipment:
 - 1. Conduit and wiring for line voltage power to the equipment.
 - 2. Disconnect switches.
 - 3. Manual motor starters.
 - 4. Magnetic motor starters when part of a motor control center. See Division 16 and Drawings for further information.
- D. The work under this Section shall include furnishing and installing all controls on low and manual line voltage, including thermostats, auxiliary switches, relay wiring, interlock wiring; equipment control panels and transformers; and controls conduit unless specifically indicated as part of other work. Materials and methods of the control installation shall be in accordance with the Electrical Specifications.
- E. The Mechanical Contractor shall review all wiring connections which have any influence on this equipment or work and verify that these connections are correct before permitting any equipment to be operated which is furnished, installed, or modified under this Contract.

3.9 ELECTRICAL EQUIPMENT ROOM PRECAUTIONS

- A. No piping for mechanical systems shall be installed in the space equal to the width and depth of any electrical service equipment, switchboards, panel boards, or motor control centers and extending from

the floor to a height of six feet above the equipment or to the structural ceiling, whichever is lower.

3.10 CUTTING AND REPAIRING

- A. No cutting shall be done except with **Engineer's** approval. Cutting of structural members or footings is prohibited without the prior written consent of the Structural Engineer.
- B. Where cutting of paving, walls, ceilings, etc. is necessary for the installation of the mechanical work, it shall be done under the direction of this Section. Damage caused by this cutting shall be repaired to match original and adjacent surfaces without additional expense to the **Owner**.

3.11 PIPE AND VALVE IDENTIFICATION

- A. Identify all piping contents with letter legend on color background identifying hazard or use of material.
- B. The pipe marker system shall conform completely with "The Scheme for Identification of Piping Systems" (ANSI A13.1 1999 or latest edition). More specifically, the pipe marker must possess the following:
 - 1. ANSI specified color coded background.
 - 2. ANSI specified color of legend in relation to background color.
 - 3. ANSI specified legend letter size.
 - 4. ANSI specified length of color field (marker length).
- C. All pipes 3/4" I.D. and smaller shall be marked with 1 1/2" brass tags equivalent to valve tags.
- D. Provide flow markers consisting of labels similar to pipe markers with a large black arrow printed on same background color to indicate direction of flow.
- E. Place pipe marker and flow marker on each pipe on both sides of walls or floors through which pipes pass. Place markers adjacent to valves and fittings or branch take-off and for exposed piping locate markers to be clearly visible to person standing on floor, and at not over 30'-0" intervals on all straight runs of pipe.

- F. All valves under 3/4" I.D.: 18 gauge brass identification tags 1 1/2" in diameter with depressed 1/2" high black filled letters above 1/2" black filled numbers. Tags shall be fastened securely at specified locations. Valve tags shall show valve number, purpose, and normal condition (open or closed).
- G. Tag Locations:
 - 1. Adjacent to each valve and fitting except on plumbing fixtures and equipment.
 - 2. At each branch and riser take-off.
 - 3. At each pipe passage through wall, floor, and ceiling construction.
 - 4. At each pipe passage to underground.
 - 5. On all horizontal pipe runs, marked every 25'-0".

3.12 VALVE TAGS AND CHART

- A. Furnish and install in each mechanical room a single typed valve chart identifying all valves with their respective tag numbers, size, manufacturer, model number, service, and indicating whether each valve is normally open or normally closed. Chart shall be mounted in a metal frame with plexi-glass front. The frame shall be arranged so that valve chart is removable. Provide three (3) additional copies of valve chart in maintenance manuals.

3.13 SUPPORTS

- A. All equipment, piping, and flues shall be mounted on, or suspended from, foundations and supports as specified and indicated, and seismically braced to structure.

3.14 INSTALLATION AND ALIGNMENT

- A. Pumps shall not be operated for testing purposes unless systems are filled. Any damage during set-up and testing shall be repaired at no additional cost to **Owner**.

3.15 ACCESSIBILITY

- A. General: Valves, filters, thermometers, pressure gauges, and indicating equipment or specialties requiring reading, adjusting, inspection, repairing, removal, or replacement shall be conveniently and

accessibly located with reference to finished building. Thermometers and gauges installed to be easily read from floor.

- B. Access: No unions, flanges, valves, controls, or equipment shall be placed in a location that will be inaccessible after the system is complete.
- C. Equipment Spaces: Provide aisles between equipment and ducts, electrical gear, etc. for complete service and inspection of equipment. Maintain minimum 6'-6" headroom in all access aisles. Maintain minimum 36" clearance at all service panels. Provide minimum clearances at electrical equipment per NEC. Provide 36" wide, 3/4" thick plywood covered catwalks in attics from access door to equipment.

3.16 TESTING

- A. Test all piping, equipment, and systems as called for in the Specifications. Notify **Engineer** and inspection authorities prior to testing so that they may be witnessed. Protect all personnel and equipment during testing. Where Specifications do not cover specific points or methods, conform to manufacturer's specifications.

3.17 DEMOLITION

- A. Removal, storage, or disposal of existing equipment, piping, boilers, etc. shall be under the direction of the **Engineer**.
- B. Provide a detailed sequence of demolition and removal work to ensure uninterrupted progress of **Owner's** on-site operations.
- C. There is a possibility that materials containing asbestos may be encountered. Advise the **Owner** in a timely manner of its presence. Refer to the Pre-renovation Hazardous Material Inspection Report (Appendix A)

3.18 EQUIPMENT

- A. All equipment shall be accurately set and leveled. Supports shall be neatly placed and properly fastened. All equipment shall be fastened in place with bolts.
- B. Keep all openings closed with plugs or caps to prevent entrance of foreign matter. Protect all piping, and equipment against dirt, water, chemical, or mechanical damage both before and after installation. Any

equipment or apparatus damaged prior to final acceptance shall be restored to original condition or replaced at the **Owner's** discretion and at no additional cost to the **Owner**.

- C. Start-Up: Equipment shall be adjusted, lubricated, aligned, etc. prior to start-up. Inspect each piece of equipment prior to start-up. Start each piece of equipment in accordance with manufacturer's directions and warranty requirements.
- D. Finish: Protect all equipment and materials until in use. Any visible rust or corrosion shall be removed as directed prior to installation. All damaged factory painted finishes shall be cleaned and painted with manufacturer provided paint.

3.19 MANUFACTURER'S DIRECTIONS

- A. Materials and equipment shall be installed in accordance with manufacturer's application and recommendations, requirements, and instructions, and in accordance with Contract Documents. Where manufacturer's instructions differ from those indicated or specified, they shall be brought to **Engineer's** attention for resolution prior to equipment ordering and installation.
- B. Where requirements indicated in Contract Documents exceed manufacturer's requirements, Contract Documents shall govern.

3.20 PIPE SPACES

- A. Layout: Maintain maximum head room under piping and equipment. Contractor to coordinate line locations to provide maximum clearance. Coordinate piping installation with lighting, vents, and other equipment. Ensure necessary clearances on trim plates at exposed penetrations of walls and floors.

3.21 CLEAN-UP

- A. During the course of work under this Section, all rubbish, debris, surplus materials, tools, etc. resulting from this work shall be removed from work area and shall be disposed of off-site at the end of each working day. The **Owner's** premises shall be left clean and in a condition acceptable to the **Owner**.
- B. Clean all work installed under this Contract to satisfaction of **Owner** and submit documentation that

each system has been cleaned and results witnessed by the **Engineer's** representative.

- C. All water distribution and piping systems, including those for cold water and hot water systems, shall be flushed thoroughly until piping is cleaned to satisfaction of the **Engineer**. See other Specification Sections for additional requirements.

3.22 ENGRAVED NAMEPLATES

- A. Furnish and install plastic laminated engraved nameplates with 1/4" minimum lettering at panel mounted control devices, manual control stations, power disconnects, motor starters and pieces of equipment. Nameplates exposed to weather shall be engraved brass.

3.23 FINAL INSPECTION

- A. The Contractor shall furnish the **Owner** with certificates of final inspection and approval from the inspection authorities having jurisdiction.

3.24 GUARANTEE

- A. The Contractor shall guarantee the quality of all work and the quality of equipment and materials in accordance with the provisions of the General Conditions and Special Conditions. Should any defects occur during this period, the Contractor shall promptly repair or replace defective items as directed by the **Engineer**, without cost to the **Owner**.

3.25 SITE VISITS BY ENGINEER

- A. **Engineer's** responsibility is limited to normal construction support services only, consisting of office consultation, site visits, and reports to the **Owner** at appropriate stages of construction such as rough-in, pre-final, and final. All costs incurred by the **Engineer** for additional site visits or office work required to complete the project as the result of incomplete coordination or supervision by the Contractor or the Mechanical Sub-Contractor shall be paid for by the Contractor.

3.26 OPERATING AND MAINTENANCE MANUALS

- A. Three (3) complete sets of bound instructions containing the manufacturer's operating and maintenance instructions for each piece of equipment shall be furnished to the **Owner** within ninety (90)

days of issuance of final occupancy permit. Each set shall be permanently bound and shall have a hard cover. The following identification shall be inscribed on the covers, "OPERATING AND MAINTENANCE INSTRUCTIONS", the name and location of the building, the name of the Contractor, and the Contract number. Flysheets shall be placed before instructions covering each subject. The instruction sheets shall be approximately 8 1/2" x 11" with large sheets of Drawings folded in. The instructions shall include, but not be limited to, the following:

1. System layout showing piping, valves and controls with complete valve and control identification, listing, and indexing valve charts.
 2. Approved wiring and control diagrams.
 3. A detailed control sequence describing start-up operation and shut-down with reference to valve and control names and numbers.
 4. Operating and maintenance instructions for each piece of equipment including lubrication instructions. Include information on frequency of lubrication, filter change, belt adjustment, cleaning, adjusting, etc.
 5. Manufacturer's bulletins, cuts, and descriptive data.
 6. Parts list and recommended spare parts including name and address of source of supply.
- B. Framed Instructions: Approved wiring and control diagrams shall be posted where directed, framed under glass or in approved laminated plastic, showing the complete layout of the entire system including equipment, piping, valves, and control sequence. In addition, condensed operating instructions explaining preventive maintenance procedures for safely starting and stopping the system shall be prepared in typed form, framed as specified above for wiring and control diagrams, and posted beside the diagrams. Proposed diagrams, instructions, and other sheets shall be submitted for approval prior to posting. The framed instructions shall be posted before acceptance by the **Owner**.
- C. Field Instructions: Upon completion of the work and at a time designated by the **Owner** the services of one or more competent **Engineers** shall be provided by the

Contractor to instruct a representative of the **Owner** in the operation and maintenance of the systems. These field instructions shall cover all the items contained in the bound instructions and shall be of a sufficient length and detailed nature, in the **Engineer's** judgment, to insure safe and efficient operation.

**** END OF SECTION ****

SECTION 15701
HOT WATER HEATING SYSTEM

PART I - GENERAL

1.1 GENERAL

- A. The General Conditions, any Supplementary Conditions, Section **15050**, Mechanical General, and Division **1** are hereby a part of this Section as fully as if repeated herein.

1.2 SUBMITTALS

- A. Within fifteen (15) days after signing or receiving a letter of intent to sign a Contract, submit for review six (6) copies of a complete list of materials proposed for use, accompanied by manufacturer's data sheets giving sizes, capacities, etc. Such list shall include:
1. Boilers and Associated Devices.
 2. Pumps and Appurtenances.
 3. Valves and Unions.
 4. Expansion Tanks.
 5. Pipe Insulation.
 6. Pipe Fittings
 7. Controls.
 8. Pressure Gauges, Thermometers, Air Vents, and Strainers.
 9. Water Treatment
- B. No substitute materials or equipment may be installed without the written approval of the **Engineer**.

PART II - PRODUCTS

2.1 PRODUCTS

- A. Boiler: See Boiler Schedule on drawing M-1
- B. Pump: See Pumps Schedule on Drawing M-1
- C. Water Piping:

1. Piping: Hard copper water tube Type "L", conforming to ASTM B88 with wrought copper fittings per ANSI/ASME B16.22.
2. Valves: All valves shall be the product of a single manufacturer, Crane, ITT Grinnell, or Milwaukee, 125 PSIG steam service or 200 PSIG water service rated. Ball valves shall be used up to 2" size on water piping systems.
 - a. Ball Valves: Ball valves shall be full port, rated for 200 PSIG, ITT Grinnell, or approved equal.
 - b. Drain Valves: Provide where indicated and at all low points in piping consisting of valve with hose thread adapter for standard garden hose with cap and chain. Same manufacturer as gate, globe, and check valves.
3. Unions: Mueller #C-107 in copper piping; Stockham Figure 694 galvanized malleable iron, brass seat in steel lines; Epco dielectric unions where copper connects to steel.
4. Thermometers: Adjustable angle type, mercury in glass, union connection, and brass separable socket. 30°F to 240°F range, 1-degree division, H.O. Trerice or approved equal.
5. Pressure Gauges: Grade 2A, accurate to within 1/2% of scale range, Bourdon tube spring type with 4 1/2" dial with recalibrating screws. Each gauge installed with necessary piping, including necessary shut-off needle valve and pressure snubber, as required, H.O. Trerice or approved equal.
6. Manual Air Vents: Construct manual air vents from short vertical sections of full diameter pipe to form air chamber. Provide 1/8" brass needle valve at top of chamber. Provide at all coils. (No air chamber required in part of header.) Provide 1/4" x 18" long soft copper drain tube.
7. Automatic Air Vents: Float type with isolating valve, brass or semi-steel body, copper float, stainless steel valve and valve seat. Suitable for system operating temperature and pressure. Provide at all system high points.

8. Balancing Valves: Shall be automatic flow control style manufactured by Griswold or approved equal.
9. Flexible Connections: Hot water pumps, Metraflex T-1-T full pipe size or equal.

D. Pipe Hangers and Supports:

1. See Section 15050, Mechanical General for additional requirements and Drawings for additional data.
2. Clevis Hangers: Superstrut C-727 UL and FM approved solid rods and rod clips.
3. Trapeze Hangers: Superstrut A-1200 channel with pipe clamps and guides as required. Include type to be used in submittal.
4. Riser Clamps: Superstrut C-720.
5. Offset Pipe Clamps: Superstrut or approved equal.
6. Sway-Bracing: Where hanger rods on individual hangers on horizontal runs of 2 1/2" pipe and larger (1 1/4" and larger in all mechanical rooms) and on all trapeze hangers 12" in length or longer, there shall be one 3/16" x 1 1/4" steel angle brace (Superstrut A-1200 channel acceptable) bolted to every other pipe hanger clamp and anchored to the wall or ceiling. Stays to structure shall rise at a 45° angle and be anchored as indicated. Successive braces shall be installed on opposite sides of the pipe run.
7. Plumbers tape or sheetmetal straps shall not be used for hanging or supporting of pipes.
8. Space hangers and supports for horizontal copper tubing according to the following schedule.

Pipe Size	Maximum Spacing
3/4" and 1"	6'-0"
1 1/4"	7'-0"
1 1/2"	8'-0"
2"	9'-0"
2 1/4" to 3"	10'-0"

9. Pipe Covering Protection: Provide pipe cover protection at clevis hangers and trapeze hangers on all insulated piping as follows, unless otherwise indicated:
 - a. For piping 1 1/4" or smaller, Superstrut Fig. 167 insulation protection shield.
 - b. For piping 1 1/2" and larger, Superstrut Fig. 167 insulation protection shield with section of rigid insulation.
- E. Expansion Tank: Steel expansion tank shall be constructed and bear the label of the ASME Boiler and Pressure Vessel Code Section VIII for 125 PSIG at 240°F.
- F. Pump CP-1: Provide strainer on pump inlet independently supported from the pump. Attach pump to equipment base with four (4) cap nuts and per manufacturer's recommendations. Install pressure gauges, valves, etc. as indicated on Drawings and as specified herein.
- G. Pipe Insulation: Hot water piping shall have Owens-Corning ASJ/SSLII (all service jacket with pressure sensitive tape closure system), average thermal conductivity at 70°F mean temperature, 0.23 per inch of thickness. Seal longitudinal joints with SSLII closure system and seal butt joints with 3" tab. Fittings to be preformed, factory fabricated of same materials and covering as insulation, seal butt joints with 3" tabs. Insulation for runouts shall comply with Table 120.3-A of the California Energy Efficiency Standards.

For systems operating between 141°F and 200°:

- a. For piping smaller than 1-1/2", provide 1-1/2" of insulation.
- b. For piping 1-1/2" and larger, provide 2" of insulation.

PART III - EXECUTION

3.1 PIPING - GENERAL

- A. Thoroughly clean all pipe and maintain in clean condition during construction, temporarily capping or plugging ends of pipe when not being worked on.

- B. Cut pipes accurately to measurements established at the site and work into place without springing or undue forcing and out of way of openings and equipment. Pipe or tubing shall be cut square with tubing cutting (hack sawing not allowed). Burrs shall be removed by reaming. Piping shall be so installed as to permit free expansion and contraction without causing damage to building structure, pipe, joints, or hangers. Changes in direction shall be made with fittings. Horizontal supply mains shall pitch up in the direction of flow as indicated. The slope shall not be less than 1" in 40'-0". Reducing fittings shall be used for changes in pipe sizes.
- C. Run piping with vertical lines plumb and horizontal lines installed to maintain uniform slope. Run piping square with building lines.
- D. Arrange piping for drainage at low points; place drain valves to be accessible.
- E. Isolate all non-insulated lines from hangers and clamps with Trisolator fittings, and from structural members with 1/4" thick felt pads. Provide reduced pressure type backflow prevention devices at domestic water connection to hot water system. Provide accessory drain fitting and piping to drain on backflow preventer.
- F. Unless otherwise specified, pipe and fitting installation shall conform to the requirements of ANSI B31.1.
- G. Make up screw joints with approved pipe joint compound applied to male threads only.
- H. Solder joints in copper tubing with 95-5 solder and flux. All joints to be cleaned bright before soldering. Wipe excess solder from joint while hot.
- I. Install unions at connections to all equipment, pumps, coils, regulating valves, etc. 2 1/2" and smaller. Install flanges for 3" and larger connections. Provide dielectric fittings at dissimilar metals.
- J. Flanges and unions shall be faced true. Flanges shall be made square and tight and provided with 1/16" gasket.
- K. Provide compensation for expansion by means of expansion joints, off-sets, or loops whether or not indicated on the Drawings.

- L. Provide a complete system of air elimination, including manual and automatic air vents. Install vents in accessible locations. Pitch piping toward vent.
- M. Where changes in pipe size occur use only reducing fittings.
- N. Support piping where necessary at sufficiently close intervals to keep it in alignment and to prevent sagging. Support as specified under pipe hangers and supports.

3.2 **EQUIPMENT INSTALLATION**

- A. Install items in accordance with manufacturer's instructions and to conform to Drawings and Specifications.

3.3 **AIR VENTS**

- A. Provide automatic type at concealed system high points and where large air quantities can accumulate. Provide enlarged air collection standpipes.
- B. For auto type air vents, provide 1/4"Ø vent tubing. Arrange to drain in coil drain pans if coil pan is drained, or other indirect drain. Drain to outside of building where approved by **Engineer**.

3.4 **THERMOMETERS**

- A. Thermometers shall be provided in piping where indicated and shall be so located as to be easily read from the floor. Thermometers shall be located not more than 7'-0" above the floor. On thermally insulated piping, stand-off mounting brackets, bases, adapters, or extended tubes shall be provided. These items shall provide clearance not less than the thickness of the insulation. Stand-off mounting items shall be integral with the thermometer or standard accessories of the thermometer manufacturer.

3.5 **PRESSURE GAUGES**

- A. Gauges shall be installed where indicated. Gauge cocks and snubbers shall be provided. Gauges shall be installed in such manner as to be accessible and easily read. Gauges shall be located not more than 7'-0" above the floor. Gauges shall be connected by brass pipe and fittings with shut-off cocks. Where gauges are installed on thermally insulated surfaces,

stand-off mounting devices, as specified for thermometers, shall be provided.

3.6 **CLEANING, ADJUSTING, AND TESTING**

- A. Cleaning and Adjusting: Prior to any covering being installed, the entire heating system shall be filled with a solution consisting of 1 lb of caustic soda or 3 lb of trisodium phosphate per 100 gal of water and operated at approximately 150°F for a period of 24 to 48 hours. The system shall then be drained and thoroughly flushed out with fresh water. Strainers and valves shall be thoroughly cleaned. Prior to testing and balancing, air shall be removed from all water systems by operating the air vents. Temporary measures, such as piping the overflow from vents to a collecting vessel, shall be taken to avoid water damage during the venting process. Manual air vents shall be plugged or capped after the system has been vented. Equipment shall be wiped clean with all traces of oil, dust, dirt, or paint spots removed. System shall be maintained in this clean condition until turned over to **Owner**. Bearings shall be properly lubricated with oil or grease as recommended by the manufacturer. Control valves and other miscellaneous equipment requiring adjustment shall be adjusted to setting indicated or directed.
- B. Testing: After cleaning, water piping shall be hydrostatically tested at a pressure equal to 30 PSI for a period of time sufficient to inspect every joint in the system, and in no case less than 2 hours. No loss of pressure will be allowed. Leaks found during tests shall be repaired by the Contractor by remaking joints, replacing pipe or fittings at no additional cost to the **Owner**. Caulking or resoldering of joints will not be permitted. Concealed and insulated piping shall be tested in place before covering or concealing.
- C. Balancing:
1. The complete system shall be tested and balanced as specified below.
 2. Adjust all water flows to be within $\pm 15\%$ of specified. All balance valves shall be locked in position and indelibly marked.
 3. Prove the correct operation of all controls, including heat exchanger, pump controls, and control valves. Report on control system

operation shall be a conspicuous part of Balance Report.

4. The Installing Contractor shall provide labor and materials as indicated on the Drawings to assist the balancing agency in the performance of their work.
5. Balancing valves and "Pete's" plugs shall be furnished and installed by the Mechanical Contractor as indicated on the Drawings, and as necessary to facilitate the measurements by the balancing agency.
6. At the completion of the balancing operation, provide the **Engineer** with six (6) copies of the water balance data showing:
 - a. Required GPM and actual measured GPM for each pump.
 - b. Name plate data on all equipment with actual voltage, RPM, and AMP draw as balanced.
 - c. Pressure differential across pumps.

3.7 **CONTROLS**

- A. A complete system shall be provided. System shall include all components required to provide temperature control as indicated on the Drawings or specified.

3.8 **INSTRUCTION BOOK**

- A. See Section **15050**, Mechanical General.

**** END OF SECTION ****

SECTION 15704
HEATING SYSTEM WATER TREATMENT

PART 1 - GENERAL HYDRONIC CHEMICAL TREATMENT

1.1 GENERAL SUMMARY:

1. The objective of the chemical treatment is to clean, condition and commission the hydronic heating fluid, thus enabling the maximum performance in efficiency and equipment life by minimizing long term maintenance wear and tear. The chemicals inhibit the formation of scale and sludge, and minimizes corrosion of system metals and deterioration of mechanical seals.

1.2 APPROVED MANUFACTURERS:

1. Fernox, Inc
2. Or Approved Equal

1.3 DESCRIPTION

1. Cleaning and treatment of circulating HVAC water systems.
2. Cleaning compounds, Fernox F3.
3. Chemical treatment for closed loop heat transfer systems, Fernox F1

1.4 RELATED WORK

1. Section 15050, MECHANICAL GENERAL
2. Section 15701, HOT WATER HEATING SYSTEMS

1.5 QUALITY ASSURANCE

1. Refer to paragraph, QUALITY ASSURANCE in Section, GENERAL MECHANICAL
2. Technical Services: Contractor to direct flushing, cleaning, and injection of pre-treatment inhibitor chemical. Contractor to train owner on maintenance and testing procedure. Minimum service during construction/start-up shall be 8 hours.

1.6 SUBMITTALS

A.Manufacturer's Literature and Data.

1. Cleaning compounds Fernox F-3 and recommended procedures.
2. Chemical treatment for closed systems, Fernox F-1.

3. Water analysis verification will be supplied by Fernox after start-up of new boiler soon after contractor supplies Fernox with water sample.
4. Materials Safety Data Sheet for all proposed chemical compounds, based on U.S. Department of Labor Form No. L5B-005-4, May 1969.
5. Maintenance and operating instructions in accordance with Section 15050, MECHANICAL GENERAL.
6. Manufacturer must be an ISO14001 manufacturer.

1.7 APPLICABLE PUBLICATIONS

1. The publications listed below form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
2. U.S. Department of Labor:
 - a. Form No. L58-005-4 (May 5, 1969), Materials Safety Data Sheet.

PART 2 - PRODUCTS

2.1 CLEANING COMPOUNDS

1. The Fernox F-3 is a cleaner based on fruit, malic and citric acids and is supplied neutralized in order to remove organic soil, hydrocarbons, flux, pipe mill varnish, pipe compounds, iron oxide, and like deleterious substances, with or without inhibitor, suitable for system wetted metals without deleterious effects. No phosphates Nitrate or Nitrites are allowed.
2. Flushing and cleaning procedures: **The Fernox F-3 cleaner should be added to the hydronic heating system while the existing system is still operational.** Add the F-3 to the pot feeder and turn on boiler system circulating the manufacturer's recommended ratio of F-3 to water through the hydronic heating system for at least one hour. For hardened systems with iron oxides and lime scale up to one week may be needed. Power flush system with Fernox Powerflow MKII until water runs clear.
3. Cleaning and Flushing must be done before dismantling old system, **and as part of the start-up of the new boiler.** Only after the system has been cleaned does one add the F-1 water conditioner and conduct water tests.

2.2 CHEMICAL TREATMENT FOR CLOSED LOOP SYSTEMS (SPACE HEATING HOT WATER).

1. Inhibitor: Shall use a carboxylic acid as supplied in the Fernox F-1 water conditioner. Sodium silicate, sodium nitrite/borate, nitrates, or EDTA (ethylenediamine tetraacidic acid) shall not be used. Shot feed manually through pot feeder. Maintain inhibitor residual as determined by water treatment laboratory, taking into consideration residual and temperature effect on pump mechanical seals.
2. pH Control(Heating System only): Inhibitor formulation shall include adequate buffer to maintain pH range of 6.6-8.5.
3. Chloride ppm shall be maintained less than 125 ppm
4. Excess Chloride ppm shall be less than 50 ppm.
5. Hardness deposition shall be less than 30%.
6. Aluminum ppm shall be less than 3%.
7. Iron ppm shall be less than 80 ppm.
8. Copper ppm shall be less than 3 ppm.
9. Performance: Protect various wetted, coupled, materials of construction including ferrous, and red and yellow metals. Maintain system essentially free of scale, corrosion, and fouling. Corrosion rate of following metals shall not exceed specified mils per year penetration; ferrous, 0.5; brass, 0.2; copper, 0.15. Inhibitor shall be stable at equipment skin surface temperatures and bulk water temperatures of, respectively, not less than 250 and 125 degrees Fahrenheit. Heat exchanger fouling and capacity reduction shall not exceed that allowed by fouling factor 0.0005.

PART 3 - EXECUTION

3.1 INSTALLATION

1. Delivery and Storage: Deliver all chemicals in manufacturer's sealed shipping containers. Store in designated space and protect from deleterious exposure and hazardous spills.
2. Install equipment furnished by the chemical treatment supplier and charge systems according to the manufacturer's instructions and as directed by the Technical Representative.
3. Perform tests and report results in accordance with Section 15050, MECHANICAL GENERAL.
4. Instruct owner's personnel in system maintenance and operation in accordance with Section 15050, MECHANICAL

GENERAL. System should be checked and maintained on at least on an annual basis.

END OF SECTION

OLDEMEYER CENTER
BOILER REPLACEMENT

APPENDIX A



January 31, 2018

Ms. Kristen Rice
City of Seaside
831.899.6835 (t)

Via email:
krice@ci.seaside.ca.us

Re: Pre-Renovation Hazardous Material Inspections of the Oldemeyer Recreation Center
Boiler Room Located at 986 Hilby Avenue in Seaside, California.
M³ Project No. 18004.0 Task 1

Dear Ms. Rice:

At your request, M³ Environmental Consulting, LLC (M³) conducted inspections for asbestos-containing material (ACM) and lead-containing paint (LCP) in the Oldemeyer Recreation Center boiler room located at 986 Hilby Avenue in Seaside, California. It is to M³'s understanding that the boiler is to be replaced.

The inspection was performed on January 5, 2017 by Mr. Alex Superko, California Certified Site Surveillance Technician (CSST) No. 13-5062, Certified Lead in Construction Sampling Technician 25105, and Environmental Technician with M³, under the direction of Mr. Chris Gatward, CAC No. 92-0216

The asbestos inspection was performed to meet the requirements of the Monterey Bay Air Resources District (MBARD) and the California Occupational Safety and Health Administration (Cal-OSHA) asbestos construction standard. The lead inspection was performed to meet the requirements of the Cal/OSHA lead standard and EPA disposal requirements.

Building Description

The subject building was a single-story, wood framed recreation center on a concrete slab foundation. Interior finishes consisted of wallboard with joint compound (WB/JC), and vinyl floor tiles (VFT). The exterior was stucco. It is to M³'s understanding that the boiler and associated plumbing is to be replaced.

Sampling and Analysis

Asbestos

A total of 10 ACM bulk samples were collected and analyzed by PLM using the EPA Method (600/R-93/116, July 1993) "Method for the Determination of Asbestos in Bulk Building Materials". Results of analysis are presented as estimated percentages of asbestos by type (e.g., amosite, chrysotile, crocidolite), as well as types of non-asbestos fibrous materials identified or non-detect (ND). Wallboard samples with low concentrations of asbestos were subsequently point counted to 400 points.

Lead

A total of five paint chips or bulk samples were collected and analyzed for lead. The samples were prepared in the laboratory in accordance with EPA Method 600/R-93/200 and analyzed in accordance with EPA Method-SW 846-7420 FAA. Results are presented in percent lead by weight (wt%) for paint, parts per million (ppm) for bulk, and below the reporting limit (BRL) if non-lead containing.

All samples were analyzed by EMC Labs, Inc. in Phoenix, Arizona.

Results

The laboratory results of the materials sampled during the field investigation are included in the attached appendices.

Asbestos

None of the materials collected were determined to contain detectable concentrations of asbestos.

Non-Asbestos

The following materials were analyzed and determined not to contain detectable concentrations of asbestos:

Material No.	Description	Material Location
1	Fibrous pipe run	Boiler room
2	Fibrous pipe elbow	Boiler room
3	Pipe gasket	Boiler room
4	Gasket at boiler door	Boiler room
5	Silver paint on boiler	Boiler room
6	Untextured WB/JC	Boiler room
7	Vibration clamp	Boiler room

Assumed Asbestos

The boiler was in use and hot at the time of the inspection. As such, the inspection of the boiler itself was limited. Without a thorough and invasive inspection of the boiler, it is impossible to determine the presence of asbestos. The boiler must be assumed to be asbestos containing, or more thoroughly inspected prior to its removal.

Lead

Sample No.	Paint Color	Substrate	Component	Lead Content (wt%)
L4	off-white	Metal	Pipe	0.014

Non-Lead

The following samples were analyzed and determined not to contain detectable concentrations of lead:

Sample No.	Color	Substrate	Component	Lead Content
L1	Silver	Metal	Boiler	BRL
L2	Black	Metal	Boiler	BRL
L3	Off-white	Paper	Pipe wrap	BRL
L5	Off-white	WB/JC	Wall	BRL

Conclusions/Recommendations

Asbestos

- None of the materials collected were determined to contain detectable concentration of asbestos.
- The boiler must be assumed to be asbestos containing, or thoroughly inspected once taken off-line.

- If any other suspect ACM not identified in this report is found during any renovation or demolition, work should cease and additional sampling and analysis should be performed to determine if the materials contain asbestos.

Lead

- Prior to impacting any painted components determined to be lead containing, all flaking, peeling paint should be removed and disposed of from the interior and exterior by a licensed abatement contractor using CDPH certified workers using worker protection and proper engineering controls. All other interior and exterior paint in good condition (not peeling from the substrate) may remain in place during demolition.
- Lead related activities shall not include the use of wire brushing, flame torching, dry scraping, sanding, stripping, abrasive methods, or the use of heat guns unless proper engineering controls and worker protection are in place.
- At the time of removal of any LCP, samples of the lead containing/contaminated waste should be collected and analyzed by the TTLC, STLC and TCLP in order to determine whether wastes are classified as non-hazardous solid or hazardous waste in California or as defined under the RCRA before transportation and disposal to either a Class I, II, or III landfill.
- Contractors bidding for renovation work should be compliant with the requirements of the Cal/OSHA Lead in Construction Standard (Title 8 CCR 1532.1).

Environmental Consulting

The use of M³ or another qualified environmental consulting firm to design abatement specifications, observe abatement activities, conduct area air monitoring during abatement, visual inspections, and conduct air clearances after abatement activities.

Limitations

A reasonable effort is made by M³ personnel to locate and sample suspect materials. However, for any facility the existence of unique or concealed hazardous material debris is a possibility. M³ does not warrant, guarantee or profess to have the ability to locate or identify all hazardous material in a facility. M³'s hazardous material testing, results are applicable for the time that testing was conducted and for the condition of surfaces at the time they were tested. During demolition/renovation operations, materials may be uncovered which were not identified during our assessment. Personnel in charge of demolition/renovations should be alerted to note materials uncovered during these operations, which differ substantially from those included in this assessment. M³ does not guarantee or warrant that the areas surveyed are safe, nor does M³'s involvement in this property relieve the Owner of any continuing responsibility of providing a safe environment. M³ is not, and has no responsibility as a generator, operator, treater, storer, transporter or disposer of hazardous materials or waste found or identified as a result of M³'s work.

Thank you for the opportunity to perform these services for you. Please call M³ at 831.649.4623 with any questions.

Sincerely,
M³ Environmental Consulting LLC



Alex Superko
Environmental Technician
CSST No. 13-5062
CDPH No. 25105



Chris Gatward
Principal
California CAC No. 92-0216

Attachments:

Appendix A – Asbestos Laboratory Results and Chain of Custody
Appendix B – Lead Laboratory Results and Chain of Custody

APPENDIX A

ASBESTOS LABORATORY RESULTS
AND
CHAIN OF CUSTODY

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

Laboratory Report

0196312

Bulk Asbestos Analysis by Polarized Light Microscopy

NVLAP#101926-0

Client:	M3 ENVIRONMENTAL CONS.	Job# / P.O. #:	18004.0 T1
Address:	9821 BLUE LARKSPUR LN, STE 100	Date Received:	01/08/2018
	MONTEREY CA 93940	Date Analyzed:	01/11/2018
Collected:	01/05/2018	Date Reported:	01/11/2018
Project Name:	CITY OF SEASIDE-986 HILBY AVE.	EPA Method:	EPA 600/R-93/116
Address:	SEASIDE, OLDEMEYER CENTER BOILER, LTD. ACM/Pb	Submitted By:	ALEX SUPERKO
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents
0196312-001 1A	BOILER RM	LAYER 1 Fibrous Pipe Run, Yellow	No	None Detected	Fibrous Glass 96% Cellulose Fiber <1% Binder/Filler 3%
		LAYER 2 Fibrous Pipe Run Wrap, Beige/ Silver/ Yellow	No	None Detected	Cellulose Fiber 20% Fibrous Glass 5% Aluminum Carbonates Gypsum Quartz Binder/Filler 75%
0196312-002 1B	BOILER RM	LAYER 1 Fibrous Pipe Run, Yellow	No	None Detected	Fibrous Glass 96% Cellulose Fiber <1% Binder/Filler 3%
		LAYER 2 Fibrous Pipe Run Wrap, Beige/ Silver/ Yellow	No	None Detected	Cellulose Fiber 20% Fibrous Glass 5% Aluminum Carbonates Gypsum Quartz Binder/Filler 75%
0196312-003 2A	BOILER RM	Fibrous Pipe Elbow, Yellow	No	None Detected	Fibrous Glass 95% Cellulose Fiber <1% Carbonates Quartz Binder/Filler 4%
0196312-004 2B	BOILER RM	Fibrous Pipe Elbow, Yellow	No	None Detected	Fibrous Glass 95% Cellulose Fiber <1% Binder/Filler 4%
0196312-005 3A	BOILER RM	Pipe Gasket, Green	No	None Detected	Cellulose Fiber 60% Wollastonite 10% Mineral Wool 5% Carbonates Binder/Filler 25%

EMC LABS, INC.

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	MONTEREY CA 93940	Date Analyzed:	01/11/2018
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Project Name:	CITY OF SEASIDE-986 HILBY AVE.	EPA Method:	EPA 600/R-93/116
Address:	SEASIDE, OLDEMEYER CENTER BOILER, LTD. ACM/Pb	Submitted By:	ALEX SUPERKO
		Collected By:	

Lab ID Client ID	Sample Location	Layer Name / Sample Description	Asbestos Detected	Asbestos Type (%)	Non-Asbestos Constituents	
0196312-006 4A	BOILER RM	Boiler Door Gasket, Black	No	None Detected	Cellulose Fiber Carbonates Gypsum Quartz Binder/Filler	15% 85%
0196312-007 5A	BOILER RM	Boiler Paint, Silver	No	None Detected	Cellulose Fiber Carbonates Quartz Binder/Filler	<1%
0196312-008 6A	BOILER RM	Wallboard/ Joint Compound Composite, Brown/ White/ Yellow Note: COMPOSITE ANALYSIS REQUESTED	No	None Detected	Cellulose Fiber Fibrous Glass Gypsum Carbonates Mica Quartz Binder/Filler	11% 1% 88%
0196312-009 6B	BOILER RM	Wallboard/ Joint Compound Composite, Brown/ White/ Yellow Note: COMPOSITE ANALYSIS REQUESTED	No	None Detected	Cellulose Fiber Gypsum Carbonates Mica Quartz Binder/Filler	12% 88%
0196312-010 7A	BOILER RM	LAYER 1 Vibration Clamp, Yellow	No	None Detected	Synthetic Fiber Perlite Carbonates	1% 99%
		LAYER 2 Vibration Clamp Wrap, Silver/ Yellow	No	None Detected	Cellulose Fiber Fibrous Glass Aluminum Carbonates Gypsum Quartz Binder/Filler	20% 5% 75%

EMC LABS, INC.

9830 S. 51st Street, Suite B109, Phoenix, AZ 85044
Phone: 800-362-3373 or 480-940-5294 - Fax: (480) 893-1726

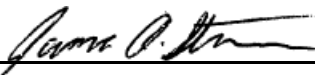
Laboratory Report
0196312

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NVLAP#101926-0

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	MONTEREY CA 93940	Date Analyzed:	01/11/2018
Collected:	01/05/2018	Date Reported:	01/11/2018
Project Name:	CITY OF SEASIDE-986 HILBY AVE.	EPA Method:	EPA 600/R-93/116
Address:	SEASIDE, OLDEMEYER CENTER BOILER, LTD. ACM/Pb	Submitted By:	ALEX SUPERKO
		Collected By:	

Lab ID	Sample	Layer Name /	Asbestos	Asbestos Type	Non-Asbestos
Client ID	Location	Sample Description	Detected	(%)	Constituents



Analyst - James A. Storm



Signatory - Lab Director - Kurt Kettler

Distinctly stratified, easily separable layers of samples are analyzed as subsamples of the whole and are reported separately for each discernible layer. All analyses are derived from calibrated visual estimate and measured in area percent unless otherwise noted. The report applies to the standards or procedures identified and to the sample(s) tested. The test results are not necessarily indicated or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. These reports are for the exclusive use of the addressed client and that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. The report shall not be reproduced except in full, without written approval by our laboratory. The samples not destroyed in testing are retained a maximum of thirty days. The laboratory measurement of uncertainty for the test method is approximately less than 1 by area percent. Accredited by the National Institute of Standards and Technology, Voluntary Laboratory Accreditation Program for selected test method for asbestos. The accreditation or any reports generated by this laboratory in no way constitutes or implies product certification, approval, or endorsement by the National Institute of Standards and Technology. The report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST, or any agency of the Federal Government. Polarized Light Microscopy may not be consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials.

CHAIN OF CUSTODY

EMC Labs, Inc.

9830 S. 51ST St., Ste B-109

Phoenix, AZ 85044

(800) 362-3373 Fax (480) 893-1726

LAB# :

196312

TAT:

3 day

Rec'd: JAN 08 AM.

COMPANY NAME: **M3 Environmental Cons.**

BILL TO:

(If Different Location)

9821 Blue Larkspur Ln, Ste 100

Monterey, CA 93940

CONTACT:

Alex Superko

Phone/1st.2nd :

(831) 917-0797 / (831) 649-4623

Email:

Alex @m3environmental.com

Now Accepting: VISA – MASTERCARD

Price Quoted: \$_____ / Sample \$_____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. **TURNAROUND TIME:** [4hr rush] [8hr rush] [1-Day] [2-Day] [3-Day] [5-Day] [6-10 Day]

******Prior confirmation of turnaround time is required**

****Additional charges for rush analysis (please call marketing department for pricing details)

****Laboratory analysis may be subject to delay if credit terms are not met

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [Lead] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. **DISPOSAL INSTRUCTIONS:** [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: City of Seaside - 986 Hilby Ave., Seaside - Oldemeyer Center Boiler - Ltd. ACM/Pb

P.O. Number: _____ **Project Number:** 18004.0 - T1

[illegible]

SPECIAL INSTRUCTIONS:

Sample Collector: (Print) Alex Superko

(Signature)

Relinquished by: [Signature] Date/Time: 1/5/18 Received by: Diana Federico Date/Time: 1/5/18 9:15 AM

Relinquished by: Diana Federico Date/Time: 1/8/18 ¹⁰²⁰ Received by: [Signature] Date/Time: 1/4/18

Relinquished by: _____ Date/Time: _____ Received by: [Signature] Date/Time: 1/11/15

** In the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.

Note: Boiler is in use & in accessible.
Assumed to be ACM

194312



ENVIRONMENTAL
CONSULTING LLC

Asbestos Bulk Sampling Log

ASax boiler & heater CO

SX 78-3364

model #: WGBXB-1250

Client: City of Seaside
Project Name: Ltd. ACM/Pb - Boiler
Site Address: 986 Hilby Ave., Seaside
Building: Oldemeyer Center
Project No.: 18004.0 - T1

Sample Date: 1/5/17

Inspector: Alex Superko
CAC No.:
SST No.: 13-5062

Sample No.	Building / Floor	Area No.	Area Name	Material Description	Estimated Quantity			Notes
1 1A			Boiler Room	Fibrous pipe run		SF		
						LF		
						EA		
2 1B						SF		
						LF		
						EA		
3 2A				Fibrous pipe elbow.		SF		
						LF		
						EA		
4 2B						SF		
						LF		
						EA		
5 3A				Pipe gasket		SF		
						LF		
						EA		
6 4A				Gasket @ Boiler door		SF		
						LF		
						EA		
7 5A				Silver paint on boiler		SF		
						LF		
						EA		
8 6A				Un textured WB/JC		SF		
						LF		
						EA		
9 6B						SF		
						LF		
						EA		
10 7A				Vibration clamp		SF		
						LF		
						EA		

Page _____ of _____

APPENDIX B

**LEAD LABORATORY RESULTS
AND
CHAIN OF CUSTODY**



9830 South 51st Street, Suite B-109 / PHOENIX, ARIZONA 85044 / 480-940-5294 or 800-362-3373 / FAX 480-893-1726
emclab@emclabs.com

LEAD (Pb) IN PAINT CHIP SAMPLES
EMC SOP METHOD #L01/1 EPA SW-846 METHOD 7420

EMC LAB #:	L67722	DATE RECEIVED:	01/08/18		
CLIENT:	M3 Environmental Consulting	REPORT DATE:	01/11/18		
		DATE OF ANALYSIS:	01/10/18		
CLIENT ADDRESS:	9821 Blue Larkspur Lane, Suite 100 Monterey, CA 93940		P.O. NO.:		
PROJECT NAME:	City of Seaside – 986 Hilby Ave., Seaside – Oldemeyer Center Boiler– Ltd. ACM/Pb		PROJECT NO.: 18004.0 – T1		
EMC # L67722-	SAMPLE DATE /18	CLIENT SAMPLE #	DESCRIPTION	REPORTING LIMIT (%Pb by weight)	%Pb BY WEIGHT
1	01/05	L1	Silver / Metal / Boiler	0.010	BRL
2	01/05	L2	Black / Metal / Boiler	0.010	BRL
3	01/05	L3	Off-White / Paper / Pipe Wrap	0.030	BRL
4	01/05	L4	Off-White / Metal / Pipe	0.012	0.014
5	01/05	L5	Off-White / WB/JC / Wall	0.010	BRL

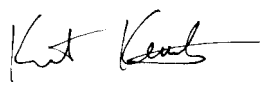
^ = Dilution Factor Changed * = Excessive Substrate May Bias Sample Results **BRL** = Below Reportable Limits # = Very Small Amount Of Sample Submitted, May Affect Result

This report applies to the standards or procedures identified and to the samples tested only. The test results are not necessarily indicative or representative of the qualities of the lot from which the sample was taken or of apparently identical or similar products, nor do they represent an ongoing quality assurance program unless so noted. Unless otherwise noted, all quality control analyses for the samples noted above were within acceptable limits.

Where it is noted that a sample with excessive substrate was submitted for laboratory analysis, such analysis may be biased. The lead content of such sample may, in actuality, be greater than reported. EMC makes no warranty, express or implied, as to the accuracy of the analysis of samples noted to have been submitted with excessive substrate. Resampling is recommended in such situations to verify original laboratory results.

These reports are for the exclusive use of the addressed client and are rendered upon the condition that they will not be reproduced wholly or in part for advertising or other purposes over our signature or in connection with our name without special written permission. Samples not destroyed in testing are retained a maximum of sixty (60) days.

ANALYST: 
Jason Thompson

QA COORDINATOR: 
Kurt Kettler

CHAIN OF CUSTODY

EMC Labs, Inc.
9830 S. 51ST St., Ste B-109
Phoenix, AZ 85044
(602) 362-3373 Fax (480) 893-1726

LAB#: 46722
TAT: 3-day
Rec'd: 1/8/18

COMPANY NAME:	M3 Environmental Cons.
	9821 Blue Larkspur Ln, Ste 100
	Monterey, CA 93940
CONTACT:	Alex Superko
Phone/fst.2nd:	(831) 917-0797 / (831) 649-4623
Email:	Alex@m3environmental.com

BILL TO: (If Different Location)

Now Accepting: VISA – MASTERCARD

Price Quoted: \$_____ / Sample \$_____ / Layers

COMPLETE ITEMS 1-4: (Failure to complete any items may cause a delay in processing or analyzing your samples)

1. TURNAROUND TIME: [4hr rush] [8hr rush] [1-Day] [2-Day] ☒ [3-Day] [5-Day] [6-10 Day]

******Prior confirmation of turnaround time is required**

****Additional charges for rush analysis (please call marketing department for pricing details)

****Laboratory analysis may be subject to delay if credit terms are not met.

2. TYPE OF ANALYSIS: [Bulk-PLM] [Air-PCM] [~~Lead~~] [Point Count] [Fungi: AOC, W-C, Bulk, Swab, Tape]

3. DISPOSAL INSTRUCTIONS: [Dispose of samples at EMC] / [Return samples to me at my expense]

(If you do not indicate preference, EMC will dispose of samples 60 days from analysis.)

4. Project Name: City of Seaside - 986 Hilby Ave., Seaside - Oldemeyer Center Boiler - Ltd. ACM/Pb

P.O. Number: **Project Number:** 18004.0 - T1

[illegible]

SPECIAL INSTRUCTIONS:

Sample Collector: (Print) Alex Superko

Relinquished by: [Signature] Date/Time: 1/8/18 Received by: [Signature] Date/Time: 1/8/18

Relinquished by: Inde Cast Date/Time: 1/8/18 Received by: [Signature] Date/Time: 1/8/18

Relinquished by: _____ Date/Time: _____ Received by: _____ Date/Time: _____

**** in the event of any dispute between the above parties for these services or otherwise, parties agree that jurisdiction and venue will be in Phoenix, Arizona and prevailing party will be entitled to attorney's fees and court costs.**



Lead Bulk Sampling Log

Client: City of Seaside
Project Name: Ltd. ACM/Pb - Boiler
Site Address: 986 Hilby Ave., Seaside
Building: Oldemeyer
Project No.: 18004.0 - T1

Sample Date: 1/5/28

Inspector: Alex Superko
CDPH No. 25105

Sample No.	Color	Substrate	Building Component	Sample Location (interior/exterior)	Notes/Result
L1	Silver	metal	boiler		
L2	Black	metal	boiler		
L3	Off-white	Paper	Pipe wrap		
L4	off-white	metal	Pipe		
L5	Off-white	WB/jc	wall		

Page _____ of _____



Oldemeyer Center Boiler Replacement

ADDENDUM No.1

May 16, 2018

Addendum No. 1 is being issued for revisions to the Drawings and Specifications for the Oldemeyer Center Boiler Replacement.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum.

ADDENDUM

1. **REMOVE** 1st paragraph on page 3, Notice Inviting Bids and **REPLACE** with the following: PUBLIC NOTICE IS HEREBY GIVEN that the City of Seaside will receive sealed bids for the above stated project in the office of the City's Deputy City Manager – Administrative Services, located at City Hall, 440 Harcourt Avenue, Seaside, CA 93955, until **4:00 p.m. on Thursday, May 31, 2018**, at which time all bids will be publicly opened and read aloud.
2. Under Section 15050, paragraph 3.17 C. **REMOVE** the sentence "Advise the Owner in a timely manner of its presence." and **REPLACE** with "The Owner will test the boiler for asbestos the first day the boiler is off line, and provide test results within 24 hours to the Contractor for appropriate action."
3. Under Section 15701, paragraph 3.6 B. Testing: **ADD** "New piping only is to be tested at 30 PSI. The Contractor will not be held responsible for leaks in existing pipes."
4. **REMOVE** page 22 of Book 1 and **REPLACE** with the attached revised page 22.
5. **REMOVE** page 4 of Book 2 and **REPLACE** with attached 1. Proposal Form.

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 5 of the bid proposal.

This letter has been sent to all known bidders. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact Leslie Llantero at (831) 899 – 6832.

Sincerely,

ACKNOWLEDGED:

A handwritten signature in blue ink, appearing to read "Rick Riedl", is written over a horizontal line.

Rick Riedl, PE
City Engineer / Public Works Services Manager

Name and Title of Bidder's Representative

Bidder: _____

include, but shall not be limited to:

BASE BID

Item 1. Waste Management Plan: The Waste Management Plan shall describe how the Contractor will dispose of any sanitary or hazardous waste generated by the project. Sanitary and hazardous waste includes, but is not limited to, construction and demolition debris, old light bulbs, lead ballasts, piping, roofing material, discarded equipment, debris, and asbestos. Prior to the start of work, the Contractor shall submit a copy of the Contractor's Waste Management Plan to the Engineer. The Contractor's Waste Management Plan must comply with all federal, state, and local laws and regulations governing waste disposal. Payment for this item shall be on a lump sum basis.

Item 2. Demolition: Prior to demolition Contractor shall submit a demolition plan to be approved by the Engineer. Demolition shall include removal of fence and removal and disposal and/or recycling of existing flue, boiler, and other associated items as found in plans and specifications in accordance with the Waste Management Plan and the Pre-Renovation Hazardous Material Inspections report dated January 31, 2018 attached in Appendix A. Payment for this item shall be on a lump sum basis.

Item 3. Boiler: Install new boiler, flue, pumps, and other associated items per design specifications and plans to be fully operational in addition to replacement of the fence. Payment for this item shall be on a lump sum basis.

Item 4: Asbestos Removal and Monitoring: Removal and proper containment of asbestos containing material (ACM) by a certified contractor and provide monitoring during removal per Section 5.04, "Removal of Asbestos and Hazardous Substance" of these special provisions. Payment for this item shall be on a lump sum basis.

ADD ALTERNATE

Item A1. Transportation and Disposal: Contractor will be paid at the contractor's cost for transportation and disposal of ACM plus an overhead & profit percentage. Contractor overhead & profit percentage is included in the proposal form for this item. Contractor shall submit proper documentation showing actual costs for transportation and disposal of ACM.

ANCILLARY ITEMS

Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefore.

Bidder: _____

1. Proposal Form

CITY OF SEASIDE

OLDEMEYER CENTER BOILER REPLACEMENT

The work to be done and referenced to herein is in the City of Seaside, State of California, and shall be constructed in accordance with the special provisions (including the payment of not less than the minimum wage rates set forth therein) and the contract and also in accordance with the Department of Transportation Standard Specifications, latest edition, the Labor Surcharge and Equipment Rental Rates in effect on the date the work is accomplished, and the General Prevailing Wage Rates.

The undersigned, as bidder, declares that the only person interested in this proposal as principals are those named herein, that this proposal is made without collusion with any other person, firm or corporation, and in submitting this proposal, the undersigned bidder agrees that if it is determined that he is the successful bidder, he will execute the non-collusion affidavit found in these special provisions; that he has carefully examined the plans, special provisions and conditions therefore and is familiar with all proposal requirements, that he has examined the annexed form of contract and he hereby proposes and agrees if this proposal is accepted by the City to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials and services required to complete the said construction in accordance with the plans, special provisions, and general conditions in the time stated herein, for the unit prices and that the unit costs of all work stated in Base Bid Items shall be honored for 90 calendar days after the Notice To Proceed has been issued by the City as follows:

BASE BID

ITEM	ITEM DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
1	Waste Management Plan	1	LS	\$	\$
2	Demolition	1	LS	\$	\$
3	Boiler	1	LS	\$	\$
4	Asbestos Removal and Monitoring	1	LS	\$	\$
Base Bid Amount					\$

Base Bid Total Amount in Figures:

Base Bid Total Amount in Words:

*NOTE: In case of error in extension of price into the total price column, the unit price will govern.

Award of this contract will be based upon the Base Bid only. The City reserves the right to award, or not award Alternate No.1 as part of this contract.

ADD ALTERNATE

Alt. ITEM	ITEM DESCRIPTION	PERCENTAGE
1	Transportation and Disposal of ACM at contractors cost plus Overhead & Profit	%



Oldemeyer Center Boiler Replacement

ADDENDUM No.2

May 23, 2018

Addendum No. 2 is being issued for revisions to the Drawings and Specifications for the Oldemeyer Center Boiler Replacement.

The clarifications and revisions declared in this addendum are an essential element to the contract documents. The contract documents to be executed will contain a copy of this addendum.

ADDENDUM

1. The Oldemeyer Center Boiler room will be available for inspection for prospective bidders on Friday, May 25, 2018 at 10:00 am.
-

If you are a bidder, you must acknowledge receiving this Addendum by signing and returning the Addendum with your sealed bid. The addendum must also be acknowledged on page 5 of the bid proposal.

This letter has been sent to all known bidders. Submit bids for this work with the understanding and full compensation of this addendum. If there are any questions regarding this addendum, please contact Leslie Llantero at (831) 899 – 6832.

Sincerely,

ACKNOWLEDGED:

 for

Rick Riedl, PE
City Engineer / Public Works Services Manager

Name and Title of Bidder's Representative

Bidder: _____



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Travis Foster, Assistant Finance director

DATE: June 7, 2018

**SUBJECT: RESOLUTION APPROVING A TWO-YEAR AUDIT CONTRACT
WITH CLIFTON LARSON ALLEN LLP**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to review and consider a resolution approving a two-year audit contract with CliftonLarsonAllen LLP.

BACKGROUND

In 2013 the City issued a Request for Proposals for a new auditing firm to perform the required annual audit. The City Council selected the firm of Gallina LLP and entered into a contract for three years with the option of a two-year extension.

Gallina LLP provided excellent service to the City for the years ending June 30, 2013, 2014, 2015, 2016 and 2017. In 2016, Gallina LLP merged with CliftonLarsonAllen LLP. During the time that Gallina LLP/CliftonLarsonAllen LLP have been the City's auditors, we have prepared and received an award for the Comprehensive Annual Financial Report (CAFR), meeting a goal of the Finance Department and City.

In accordance with best financial practices to change auditors every five years, on February 28, 2018, staff issued a Request for Proposal for Auditing Services for three years with possible two year extensions. We received eight Proposals, including one from CliftonLarsonAllen LLP.

Due to the pending retirement of the Deputy City Manager, staff is recommending a two year contract with CliftonLarsonAllen LLP. This will assist with the transition to a new Finance Director.

FISCAL IMPACT

The cost of the auditing services contract is included in the Proposed 2018-2019 Budget and 2019-2020 Budget Plan.

ATTACHMENTS

1. Resolution Approving a Two Year Audit Contract with CliftonLarsonAllen LLP for the years ending June 30, 2018 and June 30, 2019
 2. CliftonLarsonAllen contract.6-7-18
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE CONTRACT WITH CLIFTON LARSON ALLEN LLP FOR PROFESSIONAL
AUDITING SERVICES**

WHEREAS, the City contracted with Gallina LLP/CliftonLarsonAllen LLP for audit services for the years ending June 30, 2013, 2014, 2015, 2016 and 2017; and

WHEREAS, the City must engage a qualified Certified Public Accounting firm to perform an annual audit of the City of Seaside and the Seaside County Sanitation District; and

WHEREAS, on February 28, 2018, the Finance Department issued a Request for Proposal (RFP) for Professional Auditing Services to qualified Certified Public Accounting firms; and

WHEREAS, eight (8) proposals from qualified CPA firms were received and evaluated by the Deputy City Manager of Administrative Services, Assistant Finance Director, and the City Manager; and

WHEREAS, the Deputy City Manager is retiring in August 2018; and

WHEREAS, contracting with CliftonLarsonAllen LLP will assist with the transition to a new Finance Director; and

WHEREAS, the total audit cost for fiscal years 2017-18 and 2018-19 is an annual operating expenditure and adequate funding is contained in the Proposed 2018-2019 Budget and the 2019-2020 Budget Plan.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approve the contract between the City of Seaside, and CliftonLarsonAllen LLP for professional auditing services for the years ending June 30, 2018, and June 30, 2019.

PASSED AND ADOPTED at City Council meeting of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk
City of Seaside

APPENDIX C
CONTRACT AGREEMENT
AUDIT SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____ 2018, by and between the CITY OF SEASIDE, a municipal corporation, hereinafter called "City", *AUDITOR NAME*, hereinafter called "Auditor".

WHEREAS, City has determined that it is in the public interest to proceed with the work, hereinafter described as "Project"; and

WHEREAS, City has determined that the Project involves the performance of professional and technical services of a temporary nature; and

WHEREAS, the City desires to engage the Auditor, and the Auditor agrees, to render certain technical advice and professional services to the City, as necessary.

THEREFORE, City and Auditor, for the consideration hereinafter described, mutually agree as follows:

1. **Description of Project.** The project is described as follows:

The Auditor will prepare and audit the City of Seaside's and the Seaside County Sanitation District's financial statements for the two (2) fiscal years ending June 30, 2018, and 2019.

2. **Proposal Submittal.** The parties hereto mutually agree that the following documents and any addenda thereto are herewith by reference included in this contract as Attachment 1:

- Request for Proposal for Professional Auditing Services – due April 30, 2018
- Proposal to City of Seaside for Professional Auditing Services – April 30, 2018
- Dollar Cost Bid to City of Seaside for Professional Auditing Services – April 30, 2018

3. **Scope of Work.** Auditor's scope of work is described in the proposal attached hereto and incorporated herein by this reference.

4. **Scope of Work--Additional.** It is understood by City and Auditor that it may be necessary, in conjunction with the Project, for Auditor to perform or secure the performance of consulting and related services other than those set forth in the proposal. If additional services are requested by City, Auditor shall advise City in writing of the need for additional services and the cost and estimated time to perform the services. Auditor shall not proceed to perform any such additional service until City has determined that such service is beyond the scope of the basic services to be provided by Auditor and has given its written authorization to perform. Written approval for

performance and compensation for additional services may be granted by the Deputy City Manager - Administrative Services. Except as herein above stated, any additional service shall require an amendment to this agreement and shall be subject to all the provisions of this agreement.

5. **Authority of the Deputy City Manager - Administrative Services.** The Auditor shall perform all necessary services provided under the contract and outlined in the proposal and shall do, perform, and carry out said work in a satisfactory and proper manner as determined by and to the satisfaction of the Deputy City Manager - Administrative Services. The Deputy City Manager - Administrative Services reserves the right to make changes, additions or deletions, of the scope of work as deemed to be necessary or advisable to implement and carry out the purposes of the contract. The Deputy City Manager - Administrative Services is authorized to execute these changes by amendment agreements.
6. **Responsibility of Auditor.** By executing this agreement, Auditor represents and states to City that he possesses or will arrange to secure from others all necessary professional capabilities, experience, resources and facilities necessary to provide to City the services contemplated under this agreement. Auditor further warrants that he will follow the current generally accepted practices of the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the project for which services are rendered under this agreement.
7. **Independent Contractor.** The parties to this agreement agree that Auditor, his employees, agents and subcontractors, shall be independent contractors with regard to the providing of services under this agreement and that Auditor's employees, agents and subcontractors shall not be considered to be employees or agents of City for any purpose and will not be entitled to any of the benefits City provides for its employees.
8. **Materials and Equipment.** Auditor shall furnish at his own expense all materials and equipment necessary to carry out the terms of this agreement.
9. **Employment of Personnel.** Auditor shall provide experienced and qualified personnel to carry out the work to be performed by Auditor under this agreement and shall be responsible for and in full control of the work of such personnel.
10. **Time of Performance.** Subject to the limitation herein, the Auditor agrees to perform the work and services in accordance with the proposal. The service of the Auditor is to commence upon receipt of a notice to proceed issued by the Deputy City Manager - Administrative Services, and shall be undertaken and completed in such a sequence as to assure their expeditious completion in light of the purpose of the contract.
11. **Compensation.** Subject to the limitation herein, the Auditor agrees to perform the work and services specified and outlined in the proposal for the contract amount maximum not to exceed unless specifically authorized by a written contract change order by the City prior to the commencement of any additional work. The total maximum not to exceed amount for this contract is \$43,765 for the year ended June 30, 2018 and \$44,615 for the year ended June 30,

2019..

12. **Prevailing Salaries.** If the Auditor hires employees, salaries for the various worker classifications to be utilized in the performance of this contract shall be paid equal to or greater than the salaries prevailing in the locality of the work.
13. **Audit Authority.** Auditor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this agreement. The City, the State Controller, , or any duly authorized representative shall be afforded access to the Auditor's records, books, correspondence and other data relating to this agreement. Auditor shall preserve these records, books, correspondence and other data relating to this agreement for a period of four (4) years after final payment or for such longer period as may be required by law. In addition, Auditor agrees, subject to the requirements of professional independence, to make said records, books correspondence and other data relating to this Agreement available to City at City's principal place of business upon seventy-two (72) hours advance written notice. City agrees to reimburse Auditor for expenses associated with copying and mailing requested documents upon presentation of invoices for such expenses. Alternatively, the City may choose to review Auditor records at Auditor's principal place of business at no additional cost to City.
14. **Assignment.** Auditor shall not assign any duties, responsibilities or obligations without prior consent of the City.
15. **Indemnification.** The Auditor shall, and does hereby agree, to defend and indemnify and hold harmless City, its public officials, officers, and employees, from any and all damages, claims of damages, including but not limited to attorney's fees, or liabilities of whatever nature arising out of, or in connection with, the negligent provision of services rendered to City by the Auditor.

Should it become necessary for City, its agents, its employees, successors or assignees to incur any costs or expenses, whether direct or indirect, including but not limited to attorney's fees, investigator's fees, collection fees or court costs in connection with any claim or demand for which indemnification is provided by this agreement, or in connection with any attempt to recover losses incurred on such claims or demands, or in connection with the enforcement of this agreement or any portion thereof, Auditor agrees to pay City such reasonable costs or expenses for which expenditure is made or liability incurred by City, provided that reimbursement shall be only for such costs and expenses that Auditor is held legally liable to pay by a court or forum of competent jurisdiction for performance of Auditor's professional services.

16. **Insurance.** The Auditor shall take out and maintain during the life of the contract insurance in the amounts specified herein. The City of Seaside, its officers, agents and employees shall be named as additional insured.

Right of general supervision by the city shall not make the Auditor an agent of the city, and the liability of the Auditor for all damages to persons or to the public or private property

arising from the Auditor's execution of the work shall not be lessened because of such general supervision.

Without limiting Auditor's duty to indemnify, Auditor shall maintain in effect throughout the term of this contract a policy or policies of insurance covering all of its operations with the following types and limits of liability:

A. PROFESSIONAL ERRORS AND OMISSIONS INSURANCE

Auditor shall provide evidence of Professional Liability Insurance on a policy form appropriate to the Auditor's profession. Limits shall be no less than \$1,000,000.00 per claim.

B. AUTOMOBILE LIABILITY INSURANCE:

Comprehensive Automotive Liability covering all motor vehicles including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence.

C. WORKER'S COMPENSATION INSURANCE:

If employees are hired by the Auditor, then Worker's compensation insurance will be required in accordance with California Labor Code section 3700 and with a minimum of \$1,000,000.00 per occurrence for employer's liability.

Certificate of Insurance. The Auditor will have a certificate of insurance completed and filed with the City within fifteen [15] days of execution of this agreement and prior to engaging any operation or activities set forth in this agreement. The foregoing policies shall provide that no cancellation, major change in coverage, or expiration by insurance company or insured during the term of this contract shall occur without thirty [30] days written notice to City prior to the effective date of such cancellation or change in coverage.

17. **Compliance with Laws, Rules, and Regulations.** Services performed by Auditor pursuant to this agreement shall be performed in accordance with full compliance to all applicable Federal, State, or City statutes and any rules or regulations promulgated thereunder.
18. **Inspection of Work.** Subject to professional requirements of independence, the City representative or his/her designee shall at all times have the right to inspect the work, services or performance of Auditor. Auditor shall furnish all reasonable aid and assistance required by City for proper examination of the work or services. Such inspection shall not relieve Auditor of any obligation to perform said services in accordance with the law or this agreement.
19. **Waiver.** Auditor agrees that any waiver by City of any breach or violation of any term or condition of this agreement shall not be deemed to be a waiver of any subsequent breach or violation of the same or any other term or condition. The acceptance by City of the performance of any work or services by Auditor shall not be deemed to be a waiver of any term or condition

of this agreement.

20. **Legal Action.** Should either party to this agreement bring legal action against the other, the case shall be handled in the Monterey County, California, and the party prevailing in such action shall be entitled to actual attorney's fee which shall be fixed by the judge hearing the case, and such fee shall be included in the judgment, together with all costs.
21. **Notices.** All notices herein provided to be given, or which may be given by either party to the other, shall be considered fully received when made in writing and deposited in the United States mail, certified and postage prepaid, and addressed to the respective parties as follows:

City of Seaside
Administrative Services Department
440 Harcourt Avenue
Seaside, CA 93955

Auditor :
Richard Gonzalez, CPA, Principal
CliftonLarsonAllen LLP
925 Highland Pointe Drive, Suite 450
Roseville, CA 95678-5423

22. **Non-discrimination.** During the performance of this project, Auditor will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Auditor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.
23. **Interest of Auditor.** Auditor declares that he presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Auditor further declares that in the performance of this agreement no subcontractor or person having such interest shall be employed. Auditor certifies that if he hires any employees that no one who has or will have any financial interest in this agreement is an officer or employee of City. It is expressly agreed that in the performance of the services hereunder Auditor shall at all times be deemed an independent contractor and not an agent or employee of City.
24. **Termination of Contract.** This agreement may be terminated by either party upon thirty [30] days written notice to the other party. In the event of such termination, City shall pay Auditor for all services performed to the date of receipt of notice of termination. An itemized statement of the work performed to the date of termination shall be submitted to the City. In ascertaining the services actually rendered hereunder up to the date of termination of this agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete drawings and other documents whether delivered to the City or in the possession of the Auditor.

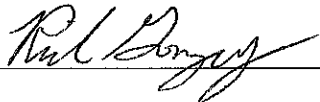
25. **Ownership of Document.** All documents, original tracings, and specifications (other than workpapers, which are the property of the Auditor) shall be the property of the City and may be reused by the City without additional compensation to the Auditor. Auditor shall have no responsibility nor liability for documents furnished for this project which are changed without its consent or reused on another project.
26. **Jurisdiction.** This agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this agreement shall be in Monterey County, California.
27. **Conflict of Interest.** Auditor shall at all time avoid conflicts of interest, or the appearance of conflicts of interest, in the performance of this agreement.
28. **Integrated Agreement.** This agreement represents the entire understanding of City and Auditor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This agreement may not be modified or altered except by amendment in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement the day and year first above written.

CITY OF SEASIDE
"City"

"Auditor"

By _____
Craig Malin
City Manager

By  _____

Approved as to Form:

By _____
Don Freeman
City Attorney



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.E.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: June 7, 2018

**SUBJECT: ADOPT A RESOLUTION AUTHORIZING SURPLUS OF FIRE
DEPARMENT 2003 FORD F550 PICKUP TRUCK AND TRAILER
AND APPROVE DONATION TO THE CALIFORNIA FIRE
MECHANICS ACADEMY A 501(c) 6 CORPORATION.**

PURPOSE & RECOMMENDATION

It is requested that City Council adopt a resolution authorizing the surplus a 2003 F550 pickup truck and trailer previously used as the fire department hazardous materials emergency response unit. In addition authorize donation of stated equipment to the California Fire Mechanics Academy, a 501(c) 6 Corporation.

BACKGROUND

At the May 17, 2018 City Council meeting, City Council authorized the City Manager to sign an agreement between the State of California Office of Emergency Services and the City of Seaside for the acceptance of a Type II Hazardous Materials Emergency Response Vehicle.

This vehicle will replace the current 2003 pickup truck and trailer outfitted for hazardous materials response. The pickup and trailer were given to the City of Seaside in June of 2004 by Monterey County Department of Health as part of an agreement between the City of Seaside Fire Department, the City of Salinas Fire Department and Monterey County Department of Health to form a County wide hazardous materials response team.

For the purposes of emergency response, both pieces of equipment are near the end of life; however the California Fire Mechanics Academy (CFMA) has expressed an interest in the vehicles for carrying training fire pumps, transmissions, brake props and other related components used for Emergency Vehicle Technician Training. The mission of CFMA is detailed in the attached letter.

The California Fire Mechanics Academy will fund all the costs of the transfer, furthermore the

department feels this is an excellent opportunity for the equipment to continue to serve the fire service and play an important role in ongoing training throughout the state.

PREVIOUS CITY COUNCIL ACTION

On May 17, 2018 City Council approved a resolution authorizing the City Manager to sign an agreement between the State of California Office of Emergency Services and the City of Seaside for the acceptance of a Type II Hazardous Materials Emergency Response Vehicle.

FISCAL IMPACT

There is no fiscal impact to the City.

ATTACHMENTS

1. Resolution
 2. California Fire Mechanics Memo
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING SURPLUS OF FIRE DEPARTMENT 2003 FORD F550 PICKUP TRUCK AND TRAILER AND APPROVE DONATION TO THE CALIFORNIA FIRE MECHANICS ACADEMY A 501(c) 6 CORPORATION.

WHEREAS, at the May 17, 2018 City Council meeting, City Council authorized the City Manager to sign an agreement between the State of California Office of Emergency Services and the City of Seaside for the acceptance of a Type II Hazardous Materials Emergency Response Vehicle; and,

WHEREAS, this vehicle will replace the current 2003 pickup truck and trailer outfitted for hazardous materials response. The pickup and trailer were given to the City of Seaside in June of 2004 by Monterey County Department of Health; and,

WHEREAS, for the purposes of emergency response, both pieces of equipment are near the end of life; and,

WHEREAS, the California Fire Mechanics Academy has expressed an interest in the vehicles for carrying training fire pumps, transmissions, brake props and other related components used for Emergency Vehicle Technician Training; and,

WHEREAS, the California Fire Mechanics Academy will fund all the costs of the transfer.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the surplus of the fire department 2003 Ford F550 pickup and trailer, and approves donation to the California Fire Mechanics academy.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of June, 2018, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



CALIFORNIA FIRE MECHANICS ACADEMY, INC.

California Corporation #1862053

3318 Howard Avenue Bldg. 338 Suite 140

McClellan, CA 95652

Phone: 916 333-5044

Fax: 916 333-5014

E-Mail: cfm.academy@gmail.com

02-09-2017

Fire Chief Brian Dempsey

Seaside Fire Department

1635 Broadway Avenue

Seaside, CA 93955

831 899-6786

Re: Donation of Retired HazMat Truck & Trailer

Dear Chief Dempsey,

Thank you for meeting with us to view and discuss the truck and trailer that may be available for donation soon. Chief Joe Pastore, Master Mechanic Robert Ayo and myself are all volunteer Board members for the California Fire Mechanics Academy (CFMA). We are extremely interested in acquiring your surplus HazMat truck and trailer for use in carrying training fire pumps, transmissions, brake props and other related components used for Emergency Vehicle Technician Training.

The CFMA was established 47 years ago, in 1970 to provide educational and hands on training to fire apparatus mechanics and firefighters. Over the years, we have grown and gathered many props that we have used in our training classes. These props are stored in a large very aging semi-trailer. The trailer is no longer legal to be driven on the highway and is now in a state of disrepair. We need a truck and trailer such as your surplus HazMat units to store our props and equipment. Having such a truck and trailer would allow us to transport this equipment whenever needed to training academies in both Northern and Southern California.

The CFMA is a non-profit 501(c) 6 Corporation. Our corporation number is #18620153. We have also achieved a non-profit status as a tax-exempt corporation, Fed ID #68-0299669 in June 1993. The CFMA Board of Directors are made up of seven volunteer members from both the private and public sectors. Our annual training academy provides contemporary professional development and hands on technical training for fire apparatus and ambulance technicians as well as for firefighters and apparatus operators. We strive to provide a professional learning environment for all students.

The very 1st mechanics academy was held in San Diego over 47 years ago, with 119 students attending. We now host two, one week long academies. One academy is held in northern California and a second in southern California averaging a combined count of 450-500 students receiving apparatus maintenance and fire service training annually.

Additionally, an occasional single class may be offered throughout the year to various agencies on a contractual basis.

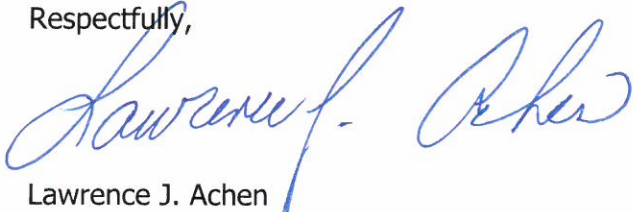
The CFMA also provides continuing support the North & South California Fire Mechanics Associations to assist in monthly training to EVT's. Our students come from public and private fire departments, corporation yards, city, state, county, and federal fleet services as well as private independent truck repair facilities both locally and nationwide.

Our aging 45' semi-trailer is based in Sacramento. It is used to store our training props which consist of Waterous, Hale & Darley fire pumps, Allison transmissions, various pump components and related hardware, diesel engines, truck axles and air brake props. The CFMA has been working to expand our training throughout the state, thus requiring a dire need to acquire 2 smaller towable trailers. We have been able to acquire one trailer which was donated to the CFMA from Lakeside Fire District in San Diego. We are still very much in need of a second, such as your HazMat trailer, to make transportation of these props from our storage trailer to southern California for the fall academy.

Currently we need to beg, borrow, or rent a trailer to transport the props to the south for these training classes. Acquisition of your trailer would allow the CFMA to convert it over to carry the remaining necessary props when needed. Being able to transport these props provides for more "hands on" EVT training in both the northern and southern sections of California. Your surplus truck & trailer would continue to serve the fire service, just in a different manner.

If your organization would be able to donate this truck & trailer to the CFMA, we would release Seaside Fire Department of all maintenance, repair, liability and licensing from the DMV. The CFMA would insure them under our current insurance policy through VFIS. We would also be happy to decal the trailer showing the support of the Seaside Fire Department as a sponsoring agency. In conclusion, please consider the CFMA as a long term useful partner in training.

Respectfully,



Lawrence J. Achen
Vice President, Instructor Coordinator
California Fire Mechanics Academy Inc.
3318 Howard Avenue Bldg. 338 Suite 140
McClellan, CA 95652



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.F.

TO: City Council

FROM: Craig Malin, City Manager

BY: Sharon Mikesell, Administrative Analyst

DATE: June 7, 2018

**SUBJECT: APPROVE A RESOLUTION ALLOWING THE CLOSURE OF
BROADWAY AVENUE FROM HILLSDALE STREET TO
ALHAMBRA STREET FOR A CERTIFIED FARMER'S MARKET
SATURDAYS FROM 8:30AM TO 3:00PM BETWEEN JUNE 16 AND
SEPTEMBER 29, 2018**

PURPOSE & RECOMMENDATION

The purpose of this item is to request that Council approve a resolution approving the closure of Broadway Avenue from Hillsdale Street to Alhambra Street for a Certified Farmer's Market on Saturdays from 8:30 am to 3:00 pm between June 16 and September 29, 2018.

BACKGROUND

The City of Seaside has entered into an agreement with Everyone's Harvest to manage a Certified Farmer's Market in Seaside. The City Council directed staff to finalize the placement of the Certified Farmer's Market to the area in the West Broadway Urban Village on Broadway between Hillsdale and Alhambra.

The Certified Farmer's Market is planned for Saturdays from 10-2. Closure of Broadway Avenue between 8:30 am and 3:00 pm allows for access and egress of the vendors.

A Certified Farmer's Market distinguishes itself as an event that features certified farmers that sell what they grow. Seaside's Certified Farmer's Market will include acceptance of EBT and will include a Market Match to maximize value for EBT customers.

Everyone's Harvest's mission is to provide access to healthy, affordable fruits and vegetables through certified farmers' markets and community food programs. Everyone's Harvest is an established market manager for popular Certified Farmer's Markets in Marina, Pacific Grove and two hospital campuses in Salinas. The market will debut June 9 as part of the Broadway Bash celebration. This resolution will cover the remainder of the 2018 season.

FISCAL IMPACT

The Certified Farmer's Market has been budgeted in the General Fund.

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:

A handwritten signature in blue ink, consisting of a large, stylized 'C' followed by several horizontal strokes.

Craig Malin, City Manager

RESOLUTION NO. 18-XX

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE
APPROVING THE CLOSURE OF BROADWAY AVENUE FROM
HILLSDALE TO ALHAMBRA STREETS FOR
CERTIFIED FARMER'S MARKET EVENTS FROM
JUNE 16 to SEPTEMBER 29, 2018**

WHEREAS, the City of Seaside is coordinating activities associated with operation of a weekly Certified Farmer's Market, and:

WHEREAS, closures of the street during Certified Farmer's Market activities. is necessary.to ensure the safety of the public and staff;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Seaside hereby approves closures of Broadway Avenue to ensure the safety of the public using portions of the roadway during this event.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the ____ day of _____, 2018 by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ralph Rubio, Mayor

ATTEST: _____
Lesley Milton-Rerig, City Cler



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.G.

TO: City Council

FROM: Craig Malin, City Manager

BY: Brian Dempsey, Fire Chief

DATE: June 7, 2018

SUBJECT: APPROVE DRAFT RESOLUTION AND AUTHORIZE THE USE OF \$81,284 IN EXCESS FUNDS FROM A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT (AFG) FOR THE PURCHASE AND INSTALLATION OF A FIRE STATION ALERTING SYSTEM WITH \$8,128 IN CITY-MATCHING FUNDS.

PURPOSE & RECOMMENDATION

It is recommended that the City Council authorize the use of \$81,284 in excess funds from a Regional Assistance to Firefighters Grant (AFG) for the purchase and installation of a fire station alerting system with \$8,128 in City-matching funds. The Federal Funds are available due to the scope of work being completed with the purchase and installation of mobile and portable radios for the fire and public works departments.

BACKGROUND

At the June 1, 2017 City Council meeting, City Council adopted a resolution accepting a Regional Assistance to Firefighters Grant (AFG) for the purchase of mobile and portable radios for the fire and public works departments. That scope of work has been completed and excess grant funds exist due to the fact that bids came in lower than expected. FEMA allows departments to utilize excess funds to expand the scope of work.

Fire Station alerting is an important component of a public safety dispatch system; on-duty firefighters are alerted to an incoming dispatch by station alerting equipment. Once a call is processed by County Communications and entered into the Computer Aided Dispatch System, a tone is generated on the station public address system, interior lights are turned on and reception of voice messages provide information about the call for service. Additional features of an alerting system include shutting the power to cooking appliances, opening apparatus bay doors and providing call information to the Mobile Data Terminals in the vehicles. The current

alerting system in place at the fire station was installed when the station was built in 1978. Due to concerns with reliability and to take advantage of technological improvements, replacement of the system makes sense at this time.

FISCAL IMPACT

The fiscal impact to the City will be \$8,128.00 which is currently available in the fire department FY17-18 budget.

ATTACHMENTS

1. Draft Resolution
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE USE OF \$81,284.00 IN EXCESS FUNDS FROM AN ASSISTANCE TO FIREFIGHTERS REGIONAL GRANT FOR THE PURCHASE AND INSTALLATION OF FIRE STATION ALERTING EQUIPMENT WITH \$8,128.00 IN CITY MATCHING FUNDS.

WHEREAS, at the June 1, 2017 City Council meeting, City Council adopted a resolution accepting a Regional Assistance to Firefighters Grant for the purchase of mobile and portable radios for the fire and public works departments; and,

WHEREAS, that scope of work has been completed and excess grant funds exist due to the fact that bids came in lower than expected and FEMA allows departments to utilize excess funds to expand the scope of work; and,

WHEREAS, Fire Station alerting is an important component of a public safety dispatch system, on-duty firefighters are alerted to an incoming dispatch by station alerting equipment; and,

WHEREAS, the current alerting system in place at the fire station was installed when the station was built in 1978; and,

WHEREAS, due to concerns with reliability, and to take advantage of technological improvements, replacement of the system makes sense at this time.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside hereby authorizes the use of \$81,284.00 in excess funds from an AFG Grant for the purchase and installation of fire station alerting equipment with \$8,128.00 in matching funds.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of June, 2018, by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.H.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer
Leslie Llantero, Assistant Engineer

DATE: June 7, 2018

**SUBJECT: RESOLUTION APPROVING A BUDGET ADJUSTMENT OF \$35,000
FOR THE WATER MAIN REPLACEMENT PROJECT FY 2018**

PURPOSE & RECOMMENDATION

The purpose of this item is to have the City Council consider appropriating \$35,000 from the FY 2017/2018 Water Security Updates project to the FY 2017/2018 Water Main Replacement project.

BACKGROUND

The Water System Six Year CIP includes a Water Main Replacement project with a budget of \$90,000 to replace water mains in FY 2020/2021. Earlier this year, city staff discovered the water main on Skyview Drive was leaking. Staff implemented repairs, however in April, the water main suffered complete failure caused by significant corrosion. An emergency water main replacement was performed on April 6, 2018 by Monterey Peninsula Engineering.

The cost of the emergency water main replacement on Skyview Drive is \$35,000 and can be paid from the Water Security Upgrade project which has a current budgeted of \$270,000 for FY 2017/2018.

It is recommended that the City Council adopt a Resolution to appropriate \$35,000 for the Water Main Replacement project for fiscal year ending 2018.

FISCAL IMPACT

Water CIP	Current Balance	Appropriation	Balance
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Meeting Date: June 7, 2018

Water Main Replacement (#401-8910-5557)	\$0	\$35,000	\$35,000
Water Security Upgrades (#401-8910-5555)	\$270,000	-\$35,000	\$235,000

ATTACHMENTS

1. Draft Resolution

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROPRIATING THIRTY FIVE THOUSAND DOLLARS (\$35,000) TO THE WATER MAIN REPLACEMENT PROJECTS FOR FISCAL YEAR ENDING 2018.

WHEREAS, the Water System Six Year CIP includes a Water Main Replacement project with a budget of \$90,000 to replace water mains in FY 2020/2021; and

WHEREAS, a water main was discovered leaking on Skyview Drive; and

WHEREAS, after initial attempt to repair the leak, the water main failed caused by significant corrosion of the pipe; and

WHEREAS, an emergency water main replacement was performed on April 6, 2018 by Monterey Peninsula Engineering; and

WHEREAS, the cost of the water main replacement on Skyview Drive is \$35,000; and

WHEREAS, the cost of the emergency water main replacement can be funded from the Water Security Upgrade Capital Improvement Program project (Account #401-8910-5555), which has a current approved budget of \$270,000 from the water fund for fiscal year ending 2018.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside appropriates Thirty Five Thousand Dollars (\$35,000) from the Water Security Updates Project (Account #401-8910-5555) for the Water Main Replacement Project (Account #401-8910-5557) for fiscal year ending 2018.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.I.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: June 7, 2018

**SUBJECT: APPROVE A FEE WAIVER REQUEST FROM NARCOTICS
ANONYMOUS FOR THE USE OF LAGUNA GRANDE HALL FOR A
WOMEN'S BRUNCH**

PURPOSE & RECOMMENDATION

The purpose of this item is for City Council to consider the request from Narcotics Anonymous to waive fees associated with their Women's Brunch on January 26, 2019.

Staff recommends approving the following:

1. 50% reduction in room rental fees
2. rganization to provide insurance coverage
3. Organization to pay only the non-refundable portion of the facility maintenance deposit

BACKGROUND

The Monterey County Area Narcotics Anonymous Women's Brunch Committee is requesting a partial fee waiver for use of the Oldemeyer Center auditorium for a women's brunch on January 26, 2019. Their mission for the Women's Brunch is to introduce women new to recovery to Narcotics Anonymous for support, fun and fellowship. Their experience has been that women from all over the state will attend the brunch. Each member is asked to bring the women that they sponsor to the event. Many of the women that attend the event will stay over in Seaside and that will bring revenue to the city.

The last fee waiver submitted to the City Council for Narcotics Anonymous was approved on July 20, 2017. The organization will provide their own insurance.

FISCAL IMPACT

The approximate fees which are applicable to this request are:

10 hours at \$ 102.25/hour (50% reduction)	\$ 511.25
Non Refundable Deposit	\$ 147.81
<u>Insurance</u>	<u>\$ 113.00</u>
Total	\$ 772.06

ATTACHMENTS

1. Narcotics Anonymous Fee Waiver 2019

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager



City of Seaside
FEE WAIVER REQUEST

Name of Applicant Tish & Debbie B Organization Narcotics Anonymous
Address 381 P.O. Box Monterey CA
Home Phone (831) 383-0314 Cell Phone (831) 334-6635 Email Address Tishbundy@gmail.com

Room(s) Requested Laguna Grande Room

Day(s) and Date(s) Requested ~~Oct 10, 2018~~ Jan 26, 2019

Hours Requested (include set-up time) 7 to 5pm Estimated Attendance 225

Description of Event Women's Brunch

Special Instructions or Equipment to Be Brought In _____

Reason for Requesting Fee Waiver

We are a Non-Profit Organization.

Have you received a Fee Waiver in the past? Yes ☒ No ☐

If so, what was the date of your event? _____

Is your organization based in Seaside? Yes ☒ No ☐

What percentage of your members or participants resides in Seaside? 1/4

What is your organization's tax identification number? 3476060

Is organization able to provide liability insurance? yes

Will alcohol be served or sold at your event? Yes ☐ No ☒

Applicant Signature [Signature] Date 5/4/18

FOR OFFICE USE ONLY			
Approved	_____	Security Required	Yes ☐ No ☐
Denial	_____	Staff Approval	_____
Apposer	_____	Date	_____



PERMIT TO USE LAGUNA GRANDE HALL

City of Seaside Recreation Services
986 Hilby Avenue, Seaside, CA 93955
(831) 899-6800 Fax (831) 899-6274

Name of Applicant Tish & Debbie B Organization Narcotics Anonymous
Address 381 Pio. Box Monterey CA
Home Phone (831) 383-6314 Cell Phone (831) 334-6635 Email Address Tishbundy@gmail.com
Day(s) and Date(s) Requested 1 Day 04/04/2018
Hours Requested (include set-up time) 7 to 5pm Estimated Attendance 225
Description of Event Women's Brunch
Special Instructions or equipment requested None

Requested Use of ☒ Podium ☒ Coffee Pot ☐ Microphone ☐ US & California Flag

**Projectors and other electronic equipment including extension cords are not available for use*

	YES	NO		YES	NO
Is event open to the public?	☐	☒	Will refreshments be served?	☒	☐
Will admission be charged?	☒	☐	Will refreshments sold?	☐	☒
Are you a non-profit organization?	☒	☐	Will you be using the kitchen?	☒	☐
Will there be music?	☒	☐	Will alcohol be served?*	☐	☒
Live music or DJ?			Will alcohol be sold?*	☐	☒

* Alcohol is prohibited at youth oriented events.

Name, of DJ or band: _____

DJ or band phone number and address: _____

Work Phone

Cell Phone

Street

City

State

Zip

Applicant will provide the following items 30 days prior to the event:

- ☒ Full payment of all applicable fees ☐ Copy of event security contract by licensed company (if applicable)
☒ Proof of liability insurance ☐ Copy of ABC license (if applicable)

I will be using the Hall only ☐ I will be using the Hall & Kitchen only ☐ I will be using the Hall, Kitchen & Dance Studio ☒

I have read and agree to the Laguna Grande Hall Rules, Regulations and Conditions of Use on the back side of this form.

Applicant Signature

Date

FOR OFFICE USE ONLY			
Deposit		Amount Paid	
Hourly Fees		Date	
Insurance		Balance Due	
Alcohol Deposit		Balance Due Date	
Total Fees			
		Staff Approval	
		Notes	

Revised 7/5/2016



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.J.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Travis Foster, Assistant Finance director

DATE: June 7, 2018

**SUBJECT: RESOLUTION APPROVING A CONTRACT WITH RICHARDS
WATSON GERSHON FOR BOND COUNSEL AND DISCLOSURE
COUNSEL LEGAL SERVICES FOR THE PROPOSED \$10 MILLION
FINANCING FOR STREET IMPROVEMENTS**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to review and consider a resolution approving a contract with Richards Watson Gershon for bond counsel and disclosure counsel legal services for the proposed \$10 million financing for street improvements.

BACKGROUND

On April 19, 2018, the City Council held a study session on the Pavement Management Program. Based upon the City Council direction to focus on upgrading major streets, staff has developed a list of projects for surface sealing, reconstruction, and overlay treatments based upon a \$10 million financing plan using Measure X funds.

To facilitate the issuance of a financing plan as quickly as possible, staff has contacted Richards Watson Gershon (RWG) to serve as bond and disclosure counsel to begin the necessary work. RWG has provided this service to the City of Seaside in the past and they are able to quickly proceed based on their knowledge of the City and their years of experience serving as bond and disclosure counsel.

Attached is a letter from RWG outlining the services to be provided and the fees to be charged. The fees for this service will be paid from the proceeds of the financing so there is no cost to the General Fund.

FISCAL IMPACT

The cost of the bond and disclosure counsel services contract will be paid from the financing proceeds.

ATTACHMENTS

1. Resolution Approving a contract with Richards Watson Gershon for bond and disclosure counsel services for the street improvement financing
 2. Proposal letter, Richards Watson Gershon
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE CONTRACT WITH RICHARDS WATSON GERSHON TO PROVIDE BOND AND
DISCLOSURE COUNSEL FOR STREET FINANCING**

WHEREAS, the City plans to issue a \$10 million financing to fund street improvements using Measure X funds; and

WHEREAS, the City must engage a qualified bond and disclosure counsel to perform services in connection with the financing plan; and

WHEREAS, Richards Watson Gershon has provided this service to the City of Seaside on several other financings, therefore facilitating a timely financing; and

WHEREAS, the total cost for bond and disclosure counsel services will be paid from the financing proceeds.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the contract between the City of Seaside, and Richards Watson Gershon for bond and disclosure counsel services for the street improvements financing plan.

PASSED AND ADOPTED at City Council meeting of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk
City of Seaside



William L. Strausz

T 213.626.8484
F 213.626.0078
E wstrausz@rwglaw.com

355 South Grand Avenue
40th Floor
Los Angeles, CA 90071-3101
rwglaw.com

May 24, 2018

VIA ELECTRONIC MAIL & U. S. MAIL

Ms. Daphne Hodgson
Deputy City Manager of Administrative Services
City of Seaside
440 Harcourt Avenue
Seaside, California 93955

Subject: *Bond Counsel and Disclosure Counsel Fee Proposal - Measure X Road Projects*

Dear Ms. Hodgson:

This letter sets forth our proposal to provide legal services to the City of Seaside as bond counsel and disclosure counsel in connection with the issuance of bonds or other obligations by the City or a related entity for the benefit of the City.

Our services as bond counsel include a review of the proceedings for the issuance and sale, step-by-step as taken, and the preparation of all resolutions and other documents relating to the issuance and sale. We will draft the trust indenture and financing agreements, and all closing documents, including all appropriate certificates and receipts. We also provide our approving legal opinion at closing and all other services customarily provided by bond counsel.

Our services as disclosure counsel will include the preparation of the official statement, the purchase contract, and the continuing disclosure agreement. We will also provide a letter at the closing addressed to the City and the underwriter which indicates that on the basis of the information which is made available to us and without undertaking to determine independently the accuracy, completeness or fairness of that information, nothing has come to our attention which causes us to believe that the official statement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

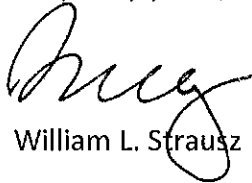
Our services as bond counsel and disclosure counsel will be billed at a composite hourly rate of \$275 per hour, but the total fee shall not exceed, respectively, \$45,000 with respect to bond counsel services and \$30,000 with respect to disclosure counsel services. In addition to our

fees, we expect to be reimbursed for our out-of-pocket expenses such as duplication and printing costs, telecommunications, messenger services, filing fees, and travel.

If you have any questions or comments regarding this matter, please do not hesitate to contact me.

We very much look forward to working with you.

Very truly yours,



William L. Strausz

Agreed and Accepted:

CITY OF SEASIDE

By: _____
Name: _____
Title: _____

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**CITY OF SEASIDE
STAFF REPORT**

Item No.: 8.K.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services
Travis Foster, Assistant Finance director

DATE: June 7, 2018

**SUBJECT: RESOLUTION APPROVING A CONTRACT WITH C.M. DE CRINIS
& CO., INC. FOR MUNICIPAL ADVISORY SERVICES FOR THE
PROPOSED \$10 MILLION FINANCING FOR STREET
IMPROVEMENTS**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to review and consider a resolution approving a contract with C.M. de Crinis for municipal advisory services for the proposed \$10 million financing for street improvements.

BACKGROUND

On April 19, 2018, the City Council held a study session on the Pavement Management Program. Based upon the City Council direction to focus on upgrading major streets, staff has developed a list of projects for surface sealing, reconstruction, and overlay treatments based upon a \$10 million financing plan using Measure X funds.

To facilitate the issuance of a financing plan as quickly as possible, staff has contacted C.M. de Crinis for municipal advisory services to begin the necessary work. C.M. de Crinis has provided this service to the City of Seaside in the past and they are able to quickly proceed based on their knowledge of the City and their years of experience serving as municipal advisor.

Attached is a letter from C.M. de Crinis outlining the services to be provided and the fees to be charged. The fees for this service will be paid from the proceeds of the financing so there is no cost to the General Fund.

FISCAL IMPACT

The cost of the municipal advisory services contract will be paid from the financing proceeds.

ATTACHMENTS

1. Resolution approving a contract with C.M. de Crinis for municipal advisory services for the street improvements financing plan
 2. Proposal letter, C.M. de Crinis
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE APPROVING
THE CONTRACT WITH C.M. DE CRINIS TO PROVIDE MUNICIPAL ADVISORY
SERVICES FOR STREET FINANCING**

WHEREAS, the City plans to issue a \$10 million financing to fund street improvements using Measure X funds; and

WHEREAS, the City must engage a qualified municipal advisor to perform services in connection with the financing plan; and

WHEREAS, C.M. de Crinis has provided this service to the City of Seaside on several other financings, therefore facilitating a timely financing; and

WHEREAS, the total cost for municipal advisory services will be paid from the financing proceeds.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Seaside approves the contract between the City of Seaside and C.M. de Crinis for municipal advisory services for the street improvements financing plan.

PASSED AND ADOPTED at City Council meeting of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES: COUNCIL MEMBERS:
NOES: COUNCIL MEMBERS:
ABSENT: COUNCIL MEMBERS:
ABSTAIN: COUNCIL MEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk
City of Seaside



C.M. de CRINIS & CO., INC.

100 N. Brand Blvd., Suite 605
Glendale, California 91203
Tel: (818) 385-4900
E-mail: rick@cmdecrinis.com
www.cmdecrinis.com

Richard Kiss
Managing Director

May 31, 2018

Daphne Hodgson, *Deputy City Manager - Administrative Services*
City of Seaside

RE: Municipal Advisory Services Engagement Letter

Dear Ms. Hodgson:

This Engagement Letter (“Letter” or “Engagement”) specifies the terms of the engagement between C.M. de Crinis & Co., Inc. (“CMdC”) and City of Seaside for general municipal advisory services.

This Engagement between CMdC and City of Seaside (“Client”) shall become effective as of the date of its formal acceptance or as of the date services are first provided by mutual consent as provided below.

Scope of Municipal Advisory Services to be Performed

Services will include, as needed, a review and analysis of financing options, recommendations if appropriate, assistance in assembling a financing team, developing a plan of finance, and structuring and managing the financing to completion. Our proposed scope of services is outlined as follows:

1. Analyze and review proposed funding options. Prepare Options Memo as needed.
2. Review and confirm revenue available for debt service including review of prior Audits, studies and continuing disclosure and other documents.
3. Review terms and conditions of existing Bonds. Prepare analysis outlining bonding capacity, savings and debt structuring options.
4. Assist issuer in retaining other financing team members as required. Assess benefits of competitive VS negotiated sale; make recommendation. Prepare RFPs as needed.
5. Evaluate underwriter responses if negotiated sale.



C.M. de CRINIS & CO., INC.

6. Review and evaluate debt structure options including recommended debt coverage, legal covenants and other terms; Work with staff, consultants, and council as necessary.
7. Develop final Recommended Plan of Finance as needed.
8. Prepare required Reports; Prepare other reports, materials and analysis required or requested.
9. Maintain and manage Financing Calendar.
10. Work with Bond Counsel in the drafting of required legal documents, investor disclosure documents and bond sale documents and terms.
11. Assist issuer by managing the financing process; provide updated bond market information, provide advice on market conditions.
12. Assist issuer in preparing and presenting rating and bond insurance applications, as advisable.
13. Assist the issuer in final negotiations of terms with rating agencies and insurers.
14. Advise on and coordinate bond sale activities including verifications, represent issuer in underwriter negotiations or competitive sale processes. Verify reasonableness of bond pricing and bond sale terms.
15. Assist Issuer and Bond Counsel in finalizing all bond documents and closing documents. Prepare closing memo and confirm all wiring instruction.
16. Coordinate closing of transaction.
17. Provide post-closing follow up and advice as needed.

If all the above services are not required or the scope of services is expanded or reduced CMdC will modify the Engagement Letter accordingly.

Independent Registered Municipal Advisor (“IRMA”)

In acting in the capacity of an Independent Registered Municipal Advisor (“IRMA”) with regard to the IRMA exemption of the SEC Rule, CMdC will, upon request, review all third-party recommendations submitted by Underwriters or other advisors.

Term and Termination of the Engagement Letter

The commencement date of the Engagement is the date of acceptance or the date services are first provided, upon mutual consent. Any extensions must be mutually agreed upon by all parties in writing. Either party may terminate the Engagement for any reason upon 15 day written notice.

Compensation and Out-of-Pocket Expenses

Compensation for the municipal advisory services to be performed for this engagement is due at time of bond closing from bond proceeds will range from \$55,000 to \$65,000 depending on final scope of services. In addition, out of pocket costs will be billed at 5% of the base fee. Out of state travel will be billed based on out of pocket costs incurred and will not be incurred without



C.M. de CRINIS & CO., INC.

the written approval of the Client. If the Engagement is terminated or abandoned by Client, for reasons other than CMdC's failure to perform, Client will in good faith negotiate a termination fee based on the percent of work completed not to exceed \$25,000. CMdC may recommend that the Client abandon, terminate or not undertake the financing.

CMdC has a conflict of interest if compensation for municipal advisory activities to be performed is contingent on the size or closing of any transactions as to which CMdC is providing advice. No such conflict of interest exists if CMdC is paid on a non-contingent basis.

Fiduciary Duty

CMdC is registered as a Municipal Advisor with the SEC and Municipal Securities Rulemaking Board ("MSRB"). As such, CMdC has a Fiduciary duty to Client and must provide both a Duty of Care and a Duty of Loyalty that entails the following:

Duty of Care

- a) exercise due care in performing its municipal advisory activities;
- b) possess the degree of knowledge and expertise needed to provide Client with informed advice;
- c) make a reasonable inquiry as to the facts that are relevant to Client's determination as to whether to proceed with a course of action or that form the basis for any advice provided to Client; and
- d) undertake a reasonable investigation to determine that CMdC is not forming any recommendation on materially inaccurate or incomplete information; CMdC must have a reasonable basis for:
 - i. any advice provided to or on behalf of Client;
 - ii. any representations made in a certificate that it signs that will be reasonably foreseeably relied upon by Client, any other party involved in the municipal securities transaction or municipal financial product, or investors in Client securities; and
 - iii. any information provided to Client or other parties involved in the municipal securities transaction in connection with the preparation of an official statement.

Duty of Loyalty

CMdC must deal honestly and with the utmost good faith with Client and act in Client's best interests without regard to the financial or other interests of CMdC. CMdC will eliminate or



C.M. de CRINIS & CO., INC.

provide full and fair disclosure (included herein) to Client about each material conflict of interest (as applicable). CMdC will not engage in municipal advisory activities with Client as a municipal entity, if it cannot manage or mitigate its conflicts in a manner that will permit it to act in Client's best interests.

Conflicts of Interest and Other Matters Requiring Disclosures

- As of the date of the Engagement, there are no actual or potential conflicts of interest that CMdC is aware of that might impair its ability to render unbiased and competent advice or to fulfill its fiduciary duty. If CMdC becomes aware of any potential conflict of interest that arises after this disclosure, CMdC will disclose any such conflict to Client.
- The fee paid to CMdC increases the cost of debt to Client. The increased cost occurs from compensating CMdC for municipal advisory services provided.
- CMdC does not act as principal in any of the transaction(s) related to this Engagement.
- During the term of the municipal advisory relationship, this agreement will be promptly amended or supplemented to reflect any material changes in, or additions to, the terms or information within this agreement and the revised writing will be promptly delivered to Client.
- CMdC does not have any affiliate that provides any advice, service, or product to, or on behalf of, the Client that is directly or indirectly related to the municipal advisory activities to be performed by CMdC;
- CMdC has not made any payments directly or indirectly to obtain or retain the Client's municipal advisory business;
- CMdC has not received any payments from third parties to enlist CMdC recommendation to Client of its services, any municipal securities transaction or any municipal finance product;
- CMdC has not engaged in any fee-splitting arrangements involving CMdC and any provider of investments or services to Client;
- CMdC has a conflict of interest if compensation for municipal advisory activities to be performed is contingent on the size or closing of any transactions as to which CMdC is providing advice. No such conflict of interest exists if CMdC is paid on a non-contingent basis;
- CMdC does not have any other engagements or relationships that might impair CMdC's ability either to render unbiased and competent advice to, or on behalf of, Client or to fulfill its fiduciary duty to the Client as applicable; and



C.M. de CRINIS & CO., INC.

Legal Events and Disciplinary History

CMdC does not have any legal events or disciplinary history on its Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. Client may electronically access CMdC's most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:

www.sec.gov/edgar/searchedgar/companysearch.html

Please use 0001613831 in the fast search section.

Recommendations

If CMdC makes a recommendation of a municipal securities transaction or municipal financial product or if the review of a recommendation of another party is requested in writing by CMdC and is within the scope of the Engagement, CMdC will determine, based on the information obtained through reasonable diligence of CMdC, whether a municipal securities transaction or municipal financial product is suitable for Client. In addition, CMdC will, as appropriate or required, inform Client of:

- the evaluation of the material risks, potential benefits, structure, and other characteristics of the recommendation;
- the basis upon which CMdC reasonably believes that the recommended municipal securities transaction or municipal financial product is, or is not, suitable for Client; and
- whether CMdC has investigated or considered other reasonably feasible alternatives to the recommendation that might also or alternatively serve the Client's objectives.

If Client elects a course of action that is independent of, or contrary to, the advice provided by CMdC, CMdC is not required on that basis to disengage from Client.

Records Retention

Effective July 1, 2014, pursuant to the Securities and Exchange Commission (SEC) record retention regulations, CMdC is required to maintain, in writing, all communication and created documents between CMdC and Client for 5 years.

If there are any questions regarding the above, please do not hesitate to contact CMdC. If the foregoing terms meet with your approval, please indicate your acceptance by executing both copies of this letter and returning one copy. We look forward to working with you!

Municipal Securities Rulemaking Board Rule G-10 Disclosure

Pursuant to Municipal Securities Rulemaking Board Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain



C.M. de CRINIS & CO., INC.

written information to their municipal entity and obligated person clients which include the following:

- CMdC is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.
- Within the Municipal Securities Rulemaking Board (“MSRB”) website at www.msrb.org, Client may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

Sincerely,

A handwritten signature in dark ink, appearing to read 'R. Kiss', is written over a horizontal line.

Richard Kiss, *Managing Director*

Acknowledged and Accepted by;

Daphne Hodgson, *Deputy City Manager - Administrative Services*



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Nancy Towne, Recreation Services Director
Dan Meewis, Recreation Supervisor

DATE: June 7, 2018

**SUBJECT: SECOND READING OF MUNICIPAL CODE AMENDMENT TO
CHAPTER 9.08, SECTION 9.08.60 OF THE SEASIDE MUNICIPAL
CODE TO ALLOW ACCESS TO CITY OF SEASIDE PARKS BY
SUPERVISED ON-LEASH DOGS (SECOND READING, ROLL CALL
VOTE)**

PURPOSE & RECOMMENDATION

The purpose of this item is for the City Council to conduct a second reading on a proposed text amendment to Section 9.08.060 of the Seaside Municipal Code allowing access to City of Seaside parks by supervised and on-leash dogs. It is recommended that the City Council adopt the proposed ordinance.

BACKGROUND

On May 17, 2018 the City Council approved the proposed adoption of changes to ordinance 9.08.060 in the first reading.

The City of Seaside's current ordinance 9.08.060 states that "No person using a park shall allow, cause or permit any dog or other animal under such person's control to enter or remain in any park area, except guide dogs for the blind and supervised dogs at Pacchetti off-leash dog park."

Due to the increasing number of requests by the public for a change in the ordinance to allow access to all City of Seaside parks by supervised and on-leash dogs, the City is recommending that supervised and on-leash dogs be allowed to access city parks. Pacchetti Park would remain an off-leash dog park. Other changes to the Ordinance include:

1. No dogs are allowed on city athletic fields.
2. The City may, by regulation, prohibit dogs at designated community events for public safety reasons. The city shall promulgate regulations to ensure that use by persons with dogs is compatible with use of these areas by other persons.
3. No dog may be left unattended and/or attached, tied or chained to any object.

4. Dog owners or custodians are required to pick up their dogs' droppings.

FISCAL IMPACT

ATTACHMENTS

1. Ordinance Dog Park 2018
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE

APPROVING TEXT AMENDMENTS TO CHAPTER 9.08, SECTION 9.08.60, PARKS AND RECREATION AREAS, OF THE SEASIDE MUNICIPAL CODE RELATED TO DOGS AND ANIMALS IN PUBLIC PLACES AND TO ALLOW ACCESS TO CITY OF SEASIDE PARKS BY SUPERVISED AND ON-LEASH DOGS

WHEREAS there has been an increase in the number of requests for modifications to the code to allow dogs in city parks believing it would improve their quality of life, and

WHEREAS the City of Seaside intends to create a more inclusive environment at its parks for the enjoyment of all residents and their dogs.

NOW THEREFORE BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 9.08.060 - Parks and Recreation Area

This ordinance amends the below code language to read as follows:

Prohibitions generally:

A. Dogs and animals in public places.

1. Any supervised and on-leash dog is allowed at all City of Seaside parks, natural trail or path with the exception of Pachetti Dog Park which allows for supervised and off-leash dogs. When in public areas, all dogs must be on a leash that cannot exceed six feet in length.
2. No dogs are allowed on city athletic fields
3. The City may, by regulation, prohibit dogs at designated community events for public safety reasons. The city shall promulgate regulations to ensure that use by persons with dogs is compatible with use of these areas by other persons.
4. No dog may be left unattended and/or attached, tied or chained to any object.
5. Dog owners or custodians are required to pick up their dogs' droppings.

SECTION 2. Severability. If any word, phrase, sentence, part, section, subsection, or other portion of this Chapter, or any application thereof to any person or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the

remaining provisions of this Chapter, and all applications thereof, not having been declared void, unconstitutional or invalid, shall remain in full force and effect. The City Council hereby declares that it would have passed this title, and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases had been declared invalid or unconstitutional.”

SECTION 3. Effective date. This Ordinance shall take effect thirty (30) days after its final passage and adoption by the Council **INTRODUCED** at a regular meeting of the City Council of the City of Seaside on the 17th day of May, 2018, and

PASSES AND ADOPTED by the City Council of the City of Seaside on the 7^h day of June, 2018, by the following roll call vote:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

APPROVED:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.B.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: June 7, 2018

SUBJECT: RECEIVE A PRESENTATION, CONSIDER AND CONDUCT A PUBLIC HEARING ON THE PROPOSED 2018-2019 GENERAL AND OTHER FUNDS OPERATING BUDGET AND 2019-2020 BUDGET PLAN, CAPITAL IMPROVEMENT PROGRAM, POSITION CONTROL LIST AND SALARY SCHEDULE, AND THE RESERVE AMOUNTS

PURPOSE & RECOMMENDATION

The purpose of this item is to give the City Council and the Successor Agency Board the opportunity to receive a presentation, consider and conduct a public hearing on the Proposed 2018-2019 General and other funds operating budgets and the 2019-2020 Budget Plan, capital improvement program, position control list and salary schedule, and the reserve amounts.

BACKGROUND

The 2018-2019 Proposed General Fund Budget for the City of Seaside is balanced with an operating surplus of \$90,075.

2018-2019 Proposed General Fund Budget:

Estimated Revenues	\$32,140,044
Projected Expenditures	<u>\$32,049,969</u>
Operating Surplus	\$ <u>90,075</u>

The Proposed 2018-2019 Budget captures the strategic goals of improving fiscal strength for the City, and also improves the quality of life for the community.

General Fund Reserves:

The estimated reserve funds as of the March 31, 2018 fiscal analysis were as follows:

	Minimums	Actuals
• Capital Reserve	\$1,472,132	\$ 2,138,513 *
• Special Reserve	\$2,944,265	\$ 2,920,936
• Emergency Reserve	\$4,416,397	\$ 4,381,404
Total estimated reserves	<u>\$8,832,794</u>	<u>\$ 9,440,853</u>

*(It is anticipated that the Solar Project will need an additional \$250,000 in order to complete the project; this funding would come from the Capital Reserve leaving the balance at \$1,888,513 and the March 31, 2018 Estimated Total Reserve balance at \$9,190,853, 105% of the Municipal Code minimums.)

The addition of \$90,075 to the reserves brings the estimated total reserves as of July 1, 2018, to \$9,530,928, or 99% of the Municipal Code requirement (30% of estimated 2018-2019 expenditures). With an expected additional \$250,000 needed for the Solar Project, the Estimated Reserve would be \$9,280,928, or 96%.

The proposed increase in the City's reserves is necessary to plan for unforeseen and on-going expenditures and to provide a cushion for potential delays in tax-generating projects coming on-line in 2019-2021.

Appropriations Limit Calculation:

In accordance with Proposition 13, each year the City is required to make a calculation to determine that it is not expending funds on certain items in excess of the taxes that are collected, adjusted for population changes and cost of living changes. Each prior year's Appropriations Limit is carried forward and adjusted for the adjustment factors. This calculation will be presented with the final draft of the budget prior to adoption.

OTHER FUNDS:

In addition to the General Fund, the budget includes funds from a range of restricted sources that are used to provide specific services, including funds from the Federal Community Development Act (CDBG); Gas Tax; Storm Water Maintenance Fund; and the Seaside Municipal Water System (Water Fund).

Community Development Block Grant (CDBG) Fund:

The revenues in this fund come from grants from the Federal Community Development Act. CDGB funds are restricted to the revitalization of low and moderate-income areas of the City. In addition, the City of Seaside CDBG Fund receives income from the Embassy Suites rental and principal and interest income from several loan programs. Estimated revenues for 2018-2019 are \$516,882.

CDBG expenditures for 2018-2019 are budgeted to be \$516,882. The funds are budgeted for public service programs, debt repayment and other community service related expenditures.

Gas Tax Funds:

Gas tax funds are collected by the State from gas sales. They are then distributed by the State to cities and counties based on population. Gas Tax revenues are estimated to be \$2,402,158 during the 2018-2019 budget year. Gas tax fund expenditures are projected to be \$2,485,455 for the 2018-2019 year. The cost of street maintenance requires the General Fund to transfer approximately \$470,000 in 2018-2019 to cover the City's maintenance of effort requirement and the difference between funding received from the State and the costs of street maintenance.

In addition, a \$10 million financing plan has been budgeted. This funding will be used for capital projects to improve streets throughout the City.

Storm Water Maintenance Fund:

This fund was established to account for revenues and expenditures related to the operation and maintenance of the City's storm drain and storm water management system. Approximately \$660,000 has been budgeted from the General Fund to cover Storm Water costs in 2018-2019.

Staff plans to apply for grant funding of \$1,700,000 to fund major storm water capital projects.

Water Fund:

The Water Fund receives revenues from user charges based on water usage. All expenditures for the operation of the water system including maintenance, capital outlay, debt service, and depreciation are charged to this fund. The Water Fund budgeted expenditures are \$885,881. The water receipts are estimated to be \$753,500 for the 2018-2019 budget year.

The complete Proposed 2018-2019 Budget is available online at <http://www.ci.seaside.ca.us/Archive.aspx?ADID=445> under the Administrative Services Department.

FISCAL IMPACT

There is \$90,075 budgeted to increase the General Fund Reserves.

ATTACHMENTS

None

Reviewed for Submission to the
City Council by:

Meeting Date: June 7, 2018



Craig Malin, City Manager



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.C.

TO: City Council

FROM: Craig Malin, City Manager

BY: Daphne Hodgson, Deputy City Manager Administrative Services

DATE: June 7, 2018

**SUBJECT: REVIEW, DISCUSS, AND CONDUCT A PUBLIC HEARING ON
THE PROPOSED 2018-2019 FEE SCHEDULE**

PURPOSE & RECOMMENDATION

The purpose of this item is to give the City Council the opportunity to review, consider and conduct a public hearing on the 2018-2019 Proposed Fee Schedule for the City of Seaside.

BACKGROUND

On February 20, 2014 the City Council adopted ordinance 1013, establishing guidelines for the future increases in charges for the cost of services. Annually, fees will be adjusted by the San Francisco-Oakland-San Jose (Bay Area) Urban Wage Earners and Clerical Workers Consumer Price Index (CPI-W) and may be passed with resolution.

The CPI increase from April 2017 to April 2018 is 3.4%. The attached fee schedule includes this increase.

The departments have reviewed the proposed schedule. There are several recreation fees that were not increased by the CPI and several planning and building fees that have been adjusted based on the department review. In addition, the Proposed Fee Schedule includes a waiver of all City of Seaside planning and building fees in the West Broadway Urban Village Specific Plan Area for the 2018-2019 fiscal year.

FISCAL IMPACT

Anticipated revenues from fee collections have been included the 2018-2019 Proposed Budget.

ATTACHMENTS

1. 2018-2019 Proposed Fee Schedule

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

CITY OF SEASIDE
MASTER FEE SCHEDULE AS OF 7/1/2018

CREDIT CARDS NOT ACCEPCTED FOR DEVELOPER DEPOSITS OR TRANSIENT OCCUPANCY TAX

FEE SCHEDULE	Page #
Schedule of Finance/City Clerk Division Fees	2
Schedule of Building Division Fees	3-13
Schedule of Planning Division Fees	14-18
Schedule of Engineering Division Fees	19-21
Schedule of Water Division Rates & Fees	22-24
Schedule of Recreation Division Fees	25-27
Schedule of Fire Department Fees	28-33
Schedule of Police Department Fees	34-37
Schedule of Police Department - Animal Control Fees	38

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FINANCE & CITY CLERK FEES

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
FINANCE			
	Business License Application Fee	\$ 13	\$ 14
	Business License Schedule of License Fees	Municipal Code 5.04.20 - 5.04.10	Municipal Code 5.04.20 - 5.04.10
	Mailing List (per page)	.10 + cost of labels	.10 + cost of labels
	City Budget-Paper	\$ 55	\$ 57
	Bingo Permit	\$ 55	\$ 57
	Delinquent Invoice-1st Notice	\$ 5	\$ 6
	Delinquent Invoice-2nd Notice	\$ 10	\$ 11
	Returned Check-1st	\$ 29	\$ 30
	Returned Check-2nd	\$ 34	\$ 35
CITY CLERK			
	Public Record Copies - standard 8.5" x 11", black and white	\$ 0.10	\$ 0.10
	Public Record Copies - Color or non-standard sizes	cost of duplication	cost of duplication
	Mailing copy of requested document or CD	Cost of duplication plus postage	Cost of duplication plus postage
	City Council Agenda mailing subscription (annual)	\$ 28	\$ 29
	City Council Agenda Packet (per packet)	\$ 17	\$ 18
	Records on CD	\$ 5	\$ 6
	Notary Fee (State Code)	\$ 10	\$ 11

CITY OF SEASIDE				
BUILDING PLAN REVIEW AND INSPECTION				
All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		Fee	17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
BUILDING DIVISION FEES				
ADMINISTRATIVE CITATIONS				
	First Offense		\$ 279	\$ 288
	Repeated Violations		\$ 558	\$ 577
Work with out a Permit-Investigative Fee			Equal to Permit Fee not to exceed \$500	Equal to Permit Fee not to exceed \$500
Notice of Violation Recordation Fee			\$ 267	\$ 276
Notice of Violation Expungement Fee			\$ 267	\$ 276
			\$ -	\$ -
New Address/Address Change			\$ 121	\$ 125
AB717 Training Fee			Cost	Cost
Certified Access Specialist (CASP) Plan Review Fee			Cost	Cost
MINOR COMMERCIAL AND RESIDENTIAL IMPROVEMENT PROJECTS				
	Application for Unreasonable Hardship Exceptions to Disabled Access Requirements (2 hour minimum)	per hour	\$ 1,063	\$ 1,099
	Application Request for Substitution of Alternate Materials or Method (2 hour Minimum)	per hour	\$ 1,063	\$ 1,099
	Board of Appeal Hearing Fee	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Building-like Structures - Misc. Structures (ie, tanks, towers, silos, storage racks, etc.)	each	Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Canopy / Awning	per project	\$ 1,063	\$ 1,099
	Cellular Tower / Antenna		\$ -	\$ -
	Attached	each	\$ 3,188	\$ 3,296
	Detached	each	\$ 3,188	\$ 3,296
	Equipment Shelter	each	\$ 1,594	\$ 1,648
	Certification of Record	each	\$ 1,063	\$ 1,099
	Commercial Accessibility Upgrade	each	\$ 1,063	\$ 1,099
	Commercial Coach Installation	each	\$ 1,063	\$ 1,099
	Deck or Patio (Covered) - Install/Replace/Repair		Based on type of use, type of construction and square footage	Based on type of use, type of construction and square footage
	Engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Non-engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Deck or Patio (Uncovered) - Install/Replace/Repair			
	Engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Non-engineered, first 300 s.f.	per project		
	each additional 300 s.f.	per project		
	Deferred Submittal	per project		
	Demolition	per project	\$ 251	\$ 260
	Dry rot/Termite Repair	per project	\$ 251	\$ 260
	Fence or Non-Engineered Wall	per project	\$ 251	\$ 260
	Fireplace Retrofit / Chimney Repair	per project	\$ -	\$ -
	Flag, Light, or Sign Pole - Install / Replace	per project	\$ 1,063	\$ 1,099
	Foundation Repair / Replace (includes piles, piers, or foundation-only systems under existing or partial construction)	per project	\$ 2,125	\$ 2,197
	Greenhouse or Solarium		\$ -	\$ -
	< 200 sq ft	per project	\$ 1,063	\$ 1,099
	200 - 1,000 sq ft	per project	\$ 2,125	\$ 2,197
	> 1,000 sq ft	per project	\$ 2,657	\$ 2,747
	Minor Repairs (for items otherwise not listed, for the purpose of reconstruction, renewal, or maintenance of any part of an existing structure - requiring not more than two inspections) (Includes Mechanical equipment with structural modifications)	per project	\$ 251	\$ 260

CITY OF SEASIDE				
BUILDING PLAN REVIEW AND INSPECTION				
All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		Fee	17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
	Outsourced Plan Review Processing Fee	per hour	\$ 531	\$ 549
	Partition	per project	\$ 251	\$ 260
	Pools and Spas - Commercial		\$ -	\$ -
	Pool & Spa Combo	per project	\$ 2,125	\$ 2,197
	Pool - New Install	per project	\$ 2,125	\$ 2,197
	Pool - Remodel	per project	\$ 1,063	\$ 1,099
	Spa - New Install	per project	\$ 1,063	\$ 1,099
	Pools and Spas - Residential - Above Ground		\$ 167	\$ 173
	Registration of Abandoned Property		\$ 55	\$ 57
	Re-Plastering, or Wet Sand Blasting		\$ -	\$ -
	< 20 sq ft	per project	\$ 796	\$ 823
	20 - 200 sq ft	per project	\$ 796	\$ 823
	> 200 sq ft	per project	\$ 796	\$ 823
	Re-Roof: \$157 for 1st 10 Squares. Add \$75 for each additional Squares		\$ 167	\$ 173
	Retaining Wall		\$ -	\$ -
	Engineered	per project	\$ 335	\$ 346
	Non-Engineered	per project	\$ 251	\$ 260
	Seismic Retrofit		\$ -	\$ -
	< 5,000 Sq Ft	per project	\$ 2,390	\$ 2,471
	> 5,000 Sq Ft.	per project	\$ 3,453	\$ 3,570
	Stair Repair / Replace	per project	\$ 251	\$ 260
	Siding / Stucco	per project	\$ 251	\$ 260
	Sign		\$ -	\$ -
	Non-Illuminated	per project	\$ 167	\$ 173
	Illuminated	per project	\$ 167	\$ 173
	Monument	per project	\$ 1,063	\$ 1,099
	Solar / PV System -		\$ -	\$ -
	Residential Permit and Inspection-\$500 plus \$15 per kilowatt for each above 15kw	per project	Variable	Variable
	Non-Residential and commercial-\$1,000 plus \$7 per kilowatt for each kilowatt between 51kw and 250 kw, plus \$5 for every kilowatt above 250 kw	per project	Variable	Variable
	Substandard Structure Inspection (includes code enforcement report)	per project	\$ 1,063	\$ 1,099
	Certificate of Occupancy		\$ 183	\$ 189
	Temporary Certificate of Occupancy	per project	183 + deposit	189 + deposit
	Trailer Coach Tiedown Inspection	per project	\$ 1,063	\$ 1,099

CITY OF SEASIDE				
BUILDING PLAN REVIEW AND INSPECTION				
All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		Fee	17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
	Garage Door Replacement		\$ 167	\$ 173
	Window / Door - Non-Structural		\$ -	\$ -
	First 10 windows / doors	per project	\$ 251	\$ 260
	each add'l 10 windows/doors	per project	\$ 84	\$ 87
	Window / Door - Structural		\$ -	\$ -
	First 10 windows / doors	per project	\$ 335	\$ 346
	each add'l 10 windows/doors	per project	\$ 112	\$ 116
	Additional Plan Check required in excess of standard	per hour	\$ 252/Hour Minimum	\$ 261/Hour Minimum
	Additional Inspection required in excess of standard / Reinspection	per hour	\$ 252/Hour Minimum	\$ 261/Hour Minimum
	Plan Check outside of normal business hours or applicant requested fast-tracking (3 hour minimum)	per hour	\$ 1,594	\$ 1,648
	Plan Check outside of normal business hours or applicant requested fast-tracking (4 hour minimum)	per hour	\$ 2,125	\$ 2,197
			\$ -	\$ -
MECHANICAL, PLUMBING, AND ELECTRICAL PERMITS (Not associated with an existing building permit)			\$ -	\$ -
			\$ -	\$ -
	Plan Review	per hour	\$ 531	\$ 549
	Other Mechanical, Plumbing, or Electrical Inspections not otherwise listed below	per hour	\$ 251	\$ 260
			\$ -	\$ -
	Mechanical Permit Fees		\$ -	\$ -
	Install/Relocate each forced air or gravity-type furnace or burner (including attached ducts and vents)		\$ 335	\$ 346
	Repair/alteration/addition to each heating appliance, refrigeration unit, cooling unit, absorption unit or each heating, cooling, absorption or evaporative cooling system, including installation of controls regulated by code.		\$29/each w/ \$252 Minimum	\$30/each w/ \$261 Minimum
	Install, relocate each boiler or compressor, up to and including 3 HP, or each absorption system up to and including 100,000 Btu/hr		\$ 446	\$ 461
	Each air-handling unit, including attached ducts. (Note: this fee shall not apply to an air-handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler, or absorption unit for which a permit is required elsewhere)		\$ 446	\$ 461
	Each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit.		\$ 1,327	\$ 1,372
	Residential - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 251	\$ 260
	Commercial - installation of each hood which is served by mechanical exhaust, including the ducts for such hood		\$ 2,921	\$ 3,020
	Each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in the code		\$ 251	\$ 260
			\$ -	\$ -

CITY OF SEASIDE				
BUILDING PLAN REVIEW AND INSPECTION				
All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		Fee	17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
Plumbing and Gas Permit Fees				
Each plumbing fixture or trap or set of fixtures on one trap (including water, drainage, piping, and backflow protection therefore)			\$29/each w/ \$252 Minimum	\$30/each w/ \$261 Minimum
Each building sewer			\$ 251	\$ 260
Each water heater and/or vent			\$ 167	\$ 173
Installation, alteration, or repair of wall heater			\$ 167	\$ 173
Each industrial waste pretreatment interceptor including its trap and vent, excepting kitchen-type grease interceptors functioning as fixture traps			\$ 1,594	\$ 1,648
Installation, alteration, or repair of water piping and/or water treating equipment			\$ 252 - For single line	\$ 261 - For single line
Installation, alteration, or repair of gas piping and/or gas treating equipment			\$ 252 - For single line	\$ 261 - For single line
Repair or alteration of drainage or vent piping			\$ 252 - For single line	\$ 261 - For single line
			\$ 335 - For multiple lines	\$ 346 - For multiple lines
Each lawn sprinkler system on any one meter, including backflow protection devices			\$ 251	\$ 260
Backflow devices not included in other fee services (e.g., building sewer) each unit			\$ 251	\$ 260
Gas test			\$ 167	\$ 173
Sewer lateral test			\$ 251	\$ 260
Electrical Permit Fees				
Temporary Power Service				
Temporary service power pole or pedestal, including all pole or pedestal-mounted receptacle outlets and appurtenances			\$252 - If not incl. w/ new permit	\$261 - If not incl. w/ new permit
Temporary distribution system and temporary lighting and receptacle outlets for construction sites, decorative lighting, Christmas tree sales lots, etc.			\$ 251	\$ 260
15 or 20 amp - each 10 circuits			\$ 251	\$ 260
25 to 40 amp circuits			\$ 796	\$ 823
50 to 175 amp circuits			\$ 796	\$ 823
			\$ -	\$ -
Receptacle, Switch and Lighting Outlets			\$ -	\$ -
Receptacle, switch and lighting outlets at which current is used or controlled, except services, feeders and meters			\$ -	\$ -
Each 10 (or portion thereof)			\$ 251	\$ 260
Residential Appliances				
Fixed residential appliances or receptacle outlets for same, including wall-mounted electric ovens, counter mounted cooking tops, electric ranges, self-contained room console or through-wall air conditioners, space heaters, food waste grinders, dishwashers, washing machines, water heaters, clothes dryers, or other motor-operated appliances not exceeding one horsepower (HP) in rating.			\$10.68 each w/ \$157 Minimum	\$11.04 each w/ \$162 Minimum
Non-residential Appliances				
Residential appliances and self-contained factory-wired nonresidential appliances, including medical and dental devices, food, beverage, and ice cream cabinets; illuminated show cases, drinking fountains, vending machines, laundry machines, or other			\$22.40 each w/ \$243 Minimum	\$23.16 each w/ \$251 Minimum
Power Apparatus				
Motors, generators, transformers, rectifiers, synchronous converters, capacitors, industrial heating, air conditioners and heat pumps, cooking or baking equipment, and other apparatus, as follows: Note: these fees include all switches, circuit break			\$ 251	\$ 260

CITY OF SEASIDE				
BUILDING PLAN REVIEW AND INSPECTION				
All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		Fee	17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
	Busways			
	Trolley and plug-in-type busways - each 100 l.f. or fraction thereof (An additional fee will be required for lighting fixtures, motors and other appliances that are connected to trolley and plug-in type busways. No fee is required for portable tools.		\$252 for each 100 feet	\$261 for each 100 feet
	New Services or Additional Panels			
	Services Note: An additional fee may apply (underground) or (overhead) to Power Company for reconnection or upgrade of any service		\$ 251	\$ 260
	600 volts or less and not over 200 amperes in rating		\$ 251	\$ 260
	600 volts or less and over 200 amperes in rating		\$ 335	\$ 346
	600 volts or over 1,000 amperes in rating		\$ 251	\$ 260
			\$ -	\$ -
	Miscellaneous Apparatus, Conduits, and Conductors		\$ -	\$ -
	Electrical apparatus, conduits, and conductors for which a permit is required, but for which no fee is set forth. (This fee is not applicable when a fee is paid for one or more services, outlets, fixtures, appliances, power apparatus, busways, signs)		\$ 251	\$ 260
			\$ -	\$ -
	Plan review		\$ -	\$ -
	Hourly Rate		\$ 251	\$ 260
	90 Day Plan Review Extension		25% Original Fee	25% Original Fee

CITY OF SEASIDE
BUILDING DEPARTMENT
2018-19 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 4,429.10	\$ 0.98	\$ 2,952.73	\$ 0.66	\$ 2,362.18	\$ 0.52
2,000	per project	\$ 5,904.79	\$ 1.64	\$ 3,936.53	\$ 1.09	\$ 3,149.22	\$ 0.87
5,000	per project	\$ 10,824.44	\$ 1.38	\$ 7,216.30	\$ 0.92	\$ 5,773.04	\$ 0.74
10,000	per project	\$ 17,716.42	\$ 0.79	\$ 11,810.95	\$ 0.52	\$ 9,448.76	\$ 0.42
25,000	per project	\$ 29,525.98	\$ 1.18	\$ 19,683.99	\$ 0.79	\$ 15,747.19	\$ 0.63
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
1,000	per project	\$ 5,904.79	\$ 0.74	\$ 3,936.53	\$ 0.49	\$ 3,149.22	\$ 0.39
5,000	per project	\$ 8,858.21	\$ 0.89	\$ 5,905.47	\$ 0.59	\$ 4,724.38	\$ 0.47
10,000	per project	\$ 13,287.49	\$ 0.46	\$ 8,858.33	\$ 0.30	\$ 7,086.66	\$ 0.24
50,000	per project	\$ 31,493.54	\$ 0.31	\$ 20,995.70	\$ 0.21	\$ 16,796.56	\$ 0.17
100,000	per project	\$ 47,240.34	\$ 0.47	\$ 31,493.56	\$ 0.31	\$ 25,194.85	\$ 0.25
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
100	per project	\$ 245.94	\$ 2.46	\$ 163.96	\$ 1.64	\$ 131.17	\$ 1.31
200	per project	\$ 491.88	\$ 1.23	\$ 327.92	\$ 0.82	\$ 262.34	\$ 0.66
600	per project	\$ 983.79	\$ 1.23	\$ 655.86	\$ 0.82	\$ 524.69	\$ 0.66
1,000	per project	\$ 1,475.67	\$ 0.49	\$ 983.78	\$ 0.33	\$ 787.03	\$ 0.26
1,500	per project	\$ 1,721.62	\$ 0.49	\$ 1,147.74	\$ 0.33	\$ 918.20	\$ 0.26
2,000	per project	\$ 1,967.56	\$ 0.98	\$ 1,311.71	\$ 0.66	\$ 1,049.37	\$ 0.52

CITY OF SEASIDE
BUILDING DEPARTMENT
2018-19 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 4,982.59	\$ 1.42	\$ 3,321.73	\$ 0.95	\$ 2,657.38	\$ 0.76
2,000	per project	\$ 7,117.13	\$ 1.19	\$ 4,744.75	\$ 0.79	\$ 3,795.80	\$ 0.63
5,000	per project	\$ 10,676.70	\$ 0.85	\$ 7,117.80	\$ 0.57	\$ 5,694.24	\$ 0.46
10,000	per project	\$ 14,947.76	\$ 0.78	\$ 9,965.18	\$ 0.52	\$ 7,972.14	\$ 0.41
25,000	per project	\$ 26,573.13	\$ 1.06	\$ 17,715.42	\$ 0.71	\$ 14,172.33	\$ 0.57
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 2,953.42	\$ 0.98	\$ 1,968.95	\$ 0.66	\$ 1,575.16	\$ 0.52
2,000	per project	\$ 4,429.10	\$ 0.74	\$ 2,952.73	\$ 0.49	\$ 2,362.18	\$ 0.39
5,000	per project	\$ 6,642.62	\$ 0.44	\$ 4,428.41	\$ 0.30	\$ 3,542.73	\$ 0.24
10,000	per project	\$ 8,858.21	\$ 0.39	\$ 5,905.47	\$ 0.26	\$ 4,724.38	\$ 0.21
25,000	per project	\$ 14,762.98	\$ 0.59	\$ 9,841.99	\$ 0.39	\$ 7,873.59	\$ 0.31
One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere)							
Square Footage:							
1,000	per project	\$ 8,120.36	\$ 1.48	\$ 5,413.58	\$ 0.98	\$ 4,330.86	\$ 0.79
2,500	per project	\$ 10,333.89	\$ 2.46	\$ 6,889.26	\$ 1.64	\$ 5,511.41	\$ 1.31
4,000	per project	\$ 14,025.15	\$ 3.81	\$ 9,350.10	\$ 2.54	\$ 7,480.08	\$ 2.03
6,000	per project	\$ 21,651.56	\$ 2.46	\$ 14,434.38	\$ 1.64	\$ 11,547.50	\$ 1.31
8,000	per project	\$ 26,572.56	\$ 3.32	\$ 17,715.04	\$ 2.21	\$ 14,172.03	\$ 1.77

CITY OF SEASIDE
BUILDING DEPARTMENT
2018-19 Fees for New Construction, Additions and Major Remodels - Plan Check

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	

Residential Repeat / Subsequent Lot Plan Check	per project	\$ 393.52	N/A	\$ 393.52	N/A	\$ 393.52	N/A
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
1,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2,500	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8,000	per project	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
200	per project	\$ 1,229.73	\$ 1.23	\$ 819.82	\$ 0.82	\$ 655.86	\$ 0.66
600	per project	\$ 1,721.62	\$ 1.25	\$ 1,147.74	\$ 0.83	\$ 918.20	\$ 0.66
1,000	per project	\$ 2,219.71	\$ 0.98	\$ 1,479.81	\$ 0.65	\$ 1,183.85	\$ 0.52
1,500	per project	\$ 2,707.48	\$ 0.98	\$ 1,804.99	\$ 0.66	\$ 1,443.99	\$ 0.52
2,000	per project	\$ 3,199.36	\$ 1.60	\$ 2,132.91	\$ 1.07	\$ 1,706.33	\$ 0.85
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
200	per project	\$ 983.79	\$ 1.23	\$ 655.86	\$ 0.82	\$ 524.69	\$ 0.66
600	per project	\$ 1,475.67	\$ 1.23	\$ 983.78	\$ 0.82	\$ 787.03	\$ 0.66
1,000	per project	\$ 1,967.58	\$ 0.98	\$ 1,311.72	\$ 0.66	\$ 1,049.38	\$ 0.52
1,500	per project	\$ 2,459.46	\$ 0.99	\$ 1,639.64	\$ 0.66	\$ 1,311.71	\$ 0.53
2,000	per project	\$ 2,953.42	\$ 1.48	\$ 1,968.95	\$ 0.98	\$ 1,575.16	\$ 0.79

CITY OF SEASIDE
BUILDING DEPARTMENT
2018-19 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Commercial Uses - Structural (All newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule)							
Square Footage:							
500	per project	\$ 4,723.83	\$ 0.74	\$ 3,936.53	\$ 2.24	\$ 3,149.22	\$ 0.50
2,000	per project	\$ 5,838.24	\$ 1.73	\$ 7,297.79	\$ 2.16	\$ 3,892.16	\$ 1.15
5,000	per project	\$ 11,023.37	\$ 2.52	\$ 13,779.21	\$ 3.15	\$ 7,348.91	\$ 1.68
10,000	per project	\$ 23,620.79	\$ 0.73	\$ 29,525.98	\$ 0.92	\$ 15,747.19	\$ 0.49
25,000	per project	\$ 34,644.14	\$ 1.39	\$ 43,305.18	\$ 1.73	\$ 23,096.09	\$ 0.92
Commercial Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule)							
Square Footage:							
1,000	per project	\$ 5,904.37	\$ 0.89	\$ 4,920.31	\$ 1.72	\$ 3,936.25	\$ 0.59
5,000	per project	\$ 9,447.65	\$ 1.42	\$ 11,809.56	\$ 1.77	\$ 6,298.43	\$ 0.94
10,000	per project	\$ 16,534.22	\$ 0.57	\$ 20,667.77	\$ 0.71	\$ 11,022.81	\$ 0.38
50,000	per project	\$ 39,367.97	\$ 0.44	\$ 49,209.97	\$ 0.55	\$ 26,245.32	\$ 0.29
100,000	per project	\$ 61,413.04	\$ 0.61	\$ 76,766.30	\$ 0.77	\$ 40,942.03	\$ 0.41
Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule)							
Square Footage:							
100	per project	\$ 393.52	\$ 3.94	\$ 327.94	\$ 3.28	\$ 262.35	\$ 2.62
200	per project	\$ 787.03	\$ 0.49	\$ 655.86	\$ 1.43	\$ 524.69	\$ 0.33
600	per project	\$ 983.79	\$ 0.49	\$ 1,229.73	\$ 0.61	\$ 655.86	\$ 0.33
1,000	per project	\$ 1,180.54	\$ 0.79	\$ 1,475.67	\$ 0.98	\$ 787.03	\$ 0.52
1,500	per project	\$ 1,574.06	\$ 0.79	\$ 1,967.58	\$ 0.98	\$ 1,049.38	\$ 0.52
2,000	per project	\$ 1,967.57	\$ 0.98	\$ 2,459.46	\$ 1.23	\$ 1,311.71	\$ 0.66

CITY OF SEASIDE
BUILDING DEPARTMENT
2018-19 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, added, or structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 7,086.57	\$ 2.36	\$ 5,905.47	\$ 4.92	\$ 4,724.38	\$ 1.57
2,000	per project	\$ 10,629.85	\$ 1.18	\$ 13,287.31	\$ 1.48	\$ 7,086.56	\$ 0.79
5,000	per project	\$ 14,173.14	\$ 0.71	\$ 17,716.42	\$ 0.89	\$ 9,448.76	\$ 0.47
10,000	per project	\$ 17,714.76	\$ 0.60	\$ 22,143.45	\$ 0.75	\$ 11,809.84	\$ 0.40
25,000	per project	\$ 26,770.56	\$ 1.07	\$ 33,463.20	\$ 1.34	\$ 17,847.04	\$ 0.71
Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule							
Square Footage:							
500	per project	\$ 1,770.82	\$ 1.18	\$ 1,475.68	\$ 1.97	\$ 1,180.55	\$ 0.79
2,000	per project	\$ 3,543.28	\$ 0.79	\$ 4,429.10	\$ 0.98	\$ 2,362.18	\$ 0.52
5,000	per project	\$ 5,904.37	\$ 0.95	\$ 7,380.47	\$ 1.18	\$ 3,936.25	\$ 0.63
10,000	per project	\$ 10,629.85	\$ 0.39	\$ 13,287.31	\$ 0.49	\$ 7,086.56	\$ 0.26
25,000	per project	\$ 16,534.22	\$ 0.66	\$ 20,667.77	\$ 0.83	\$ 11,022.81	\$ 0.44

CITY OF SEASIDE
BUILDING DEPARTMENT
2018-19 Fees for New Construction, Additions and Major Remodels - Inspection

Occupancy Type and Class	Fee Unit	Fire Rating Type I, II		Fire Rating Type IIA, III, IVA		Fire Rating Type IIB, IIB, IV, VB	
		Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds	Base Cost	Cost Per S.F. Between Thresholds
	2						
LEVEL OF EFFORT		1.5		1.25		1	
One and Two Family Dwellings - Inspection - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
1,000	per project	\$ 9,447.65	\$ 2.36	\$ 7,873.04	\$ 5.58	\$ 6,298.43	\$ 1.57
2,500	per project	\$ 12,990.94	\$ 3.15	\$ 16,238.68	\$ 3.94	\$ 8,660.63	\$ 2.10
4,000	per project	\$ 17,714.76	\$ 1.48	\$ 22,143.45	\$ 1.85	\$ 11,809.84	\$ 0.98
6,000	per project	\$ 20,667.77	\$ 1.48	\$ 25,834.72	\$ 1.85	\$ 13,778.52	\$ 0.98
8,000	per project	\$ 23,620.79	\$ 2.95	\$ 29,525.98	\$ 3.69	\$ 15,747.19	\$ 1.97
Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
200	per project	\$ 1,180.54	\$ 0.98	\$ 983.78	\$ 2.46	\$ 787.03	\$ 0.66
600	per project	\$ 1,574.06	\$ 0.98	\$ 1,967.58	\$ 1.23	\$ 1,049.38	\$ 0.66
1,000	per project	\$ 1,967.57	\$ 0.79	\$ 2,459.46	\$ 0.99	\$ 1,311.71	\$ 0.53
1,500	per project	\$ 2,362.74	\$ 1.57	\$ 2,953.42	\$ 1.97	\$ 1,575.16	\$ 1.05
2,000	per project	\$ 3,149.77	\$ 1.57	\$ 3,937.21	\$ 1.97	\$ 2,099.85	\$ 1.05
Non-Structural Residential Remodels and Additions - (All newly constructed additions to, or non-structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule.							
Square Footage:							
200	per project	\$ 1,180.54	\$ 0.98	\$ 983.78	\$ 2.46	\$ 787.03	\$ 0.66
600	per project	\$ 1,574.06	\$ 0.98	\$ 1,967.58	\$ 1.23	\$ 1,049.38	\$ 0.66
1,000	per project	\$ 1,967.57	\$ 0.79	\$ 2,459.46	\$ 0.99	\$ 1,311.71	\$ 0.53
1,500	per project	\$ 2,362.74	\$ 1.57	\$ 2,953.42	\$ 1.97	\$ 1,575.16	\$ 1.05
2,000	per project	\$ 3,149.77	\$ 1.57	\$ 3,937.21	\$ 1.97	\$ 2,099.85	\$ 1.05

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF PLANNING DEPARTMENT FEES
All City of Seaside planning, engineering and building fees for parcels in the West Broadway
Urban Village Specific Plan Area will be waived for 2018/2019

Note Fees lowered in prior year were not increased by CPI (Review for increase)		17/18 Adopted	18/19 Proposed
PLANNING DEPARTMENT FEES			
AMENDMENTS			
	General Plan Amendment	\$ 7,256	\$ 7,503
	Planned Unit Development Amendment (\$2,060 + \$103 per unit/lot ; used 40 unit lot for comparison)	\$ 7,409	\$ 7,661
	Planning		
	PW/Eng		
	Zoning Map Amendment	\$ 7,256	\$ 7,503
	Zoning Ordinance (text) Amendment	\$ 7,256	\$ 7,503
	Local Coastal Plan Amendment	\$ 7,256	\$ 7,503
	Use Permit Amendment	\$ 807	\$ 834
	Minor Use Permit Amendment	\$ 605	\$ 626
	Variance Amendment	\$ 807	\$ 834
	Minor Variance Amendment	\$ 605	\$ 626
	Design Review Amendment	\$ 605	\$ 626
	Tentative Parcel Map Amendment	\$ 605	\$ 626
	Tentative Subdivision (Tract) Map Amendment	\$ 3,288	\$ 3,400
	Sphere of Influence Amendment	\$ 1,613	\$ 1,668
	Master Sign Program Amendment	\$ 605	\$ 626
	Development Agreement Amendment	\$ 10,078	\$ 10,421
	Specific Plan Amendment- \$2,000 deposit	Cost	Cost
ANNEXATION			
	Application	\$ 10,078	\$ 10,421
APPEALS			
	Planning Commission (from ZA,BAR & Staff interpretation)	\$ 807	\$ 834
	PW/Eng - only if appeal involved Eng. condition, add fee	\$ 153	\$ 158
	City Council (from Planning Commission)	\$ 588	\$ 608
	PW/Eng - only if appeal involved Eng. condition, add fee	\$ 153	\$ 158
DESIGN/ARCHITECTURAL REVIEW			
Residential			
	One and Two Family - New Construction	\$ 1,200	\$ 1,200
	Planning		
	PW/Eng		
	Fire		
	One and Two Family - Addition that adds less than 50% of the structure	\$ 500	\$ 500
	Planning		
	PW/Eng		
	Fire		
	Multi-family - New Construction	\$ 1,200	\$ 1,200
	Planning		
	PW/Eng		
	Fire		
	Multi-family - Addition that adds less than 50% of the structure	\$ 606	\$ 627
	Planning		
	PW/Eng		
	Fire		

**CITY OF SEASIDE
MASTER FEE SCHEDULE**

SCHEDULE OF PLANNING DEPARTMENT FEES

All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019

Note Fees lowered in prior year were not increased by CPI (Review for increase)		17/18 Adopted	18/19 Proposed
PLANNING DEPARTMENT FEES			
Commercial			
New Construction (includes shell only)			
Planning		\$ 1,500	\$ 1,500
PW/Eng			
Fire			
Addition/Remodel that adds less than 50% of the structure			
Planning		\$ 2,293	\$ 2,371
PW/Eng			
Fire			
Exterior Façade (ex. Window, awning, exterior color change)			
Planning		\$ 500	\$ 500
Fire			
DEVELOPMENT AGREEMENTS			
Application (includes modifications) - Deposit \$25,000		Actual Cost	Actual Cost
Annual Review/Monitoring		\$ 807	\$ 834
ECONOMIC OPPORTUNITY PLAN			
Unsolicited Proposal Review- Deposit \$500		Actual Cost	Actual Cost
ENVIRONMENTAL REVIEW			
Environmental Impact Report		\$ 14,109	\$ 14,589
Initial Study and Negative Declaration/Mitigated Negative Declaration		\$ 4,232	\$ 4,376
Mitigated Monitoring		\$ 2,419	\$ 2,501
Environmental Addendum		\$ 4,232	\$ 4,376
FENCING			
Fence Exceptions		\$ 500	\$ 500
HISTORIC AND CULTURAL RESOURCE PRESERVATION			
Historic Landmark Designation		\$ 3,024	\$ 3,127
Certificate of Appropriateness review		\$ 1,613	\$ 1,668
Certificate of Appropriateness review - demolition		\$ 1,613	\$ 1,668
Certificate of Appropriateness review - disaster damage			
LIMITED TERM PERMITS			
Commercial		\$ 250	\$ 250
Planning			
Fire			
Non-Profit		\$ 100	\$ 100
Planning			
Fire			
Filming Permits - Actual cost currently (no deposit)		\$ 767	\$ 793
Planning			
Fire			
Christmas Tree/Pumpkin Lots (Profit)		\$ 767	\$ 793
Special Events Application		\$ 101	\$ 104
Neighborhood Block Party		\$ 25	\$ 25

**CITY OF SEASIDE
MASTER FEE SCHEDULE**

SCHEDULE OF PLANNING DEPARTMENT FEES

All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019

Note Fees lowered in prior year were not increased by CPI (Review for increase)		17/18 Adopted	18/19 Proposed
PLANNING DEPARTMENT FEES			
MISCELLANEOUS			
	Home Occupation Permit	\$ 66	\$ 68
	Garage Sale Permit	\$ 17	\$ 18
	Planning - Building Plan Review (incl. plan review and inspection)	\$ 202	\$ 209
	Planning - Re-inspection	\$ 202	\$ 209
PLANNED UNIT DEVELOPMENT			
	Planned Unit Development	\$ 7,256	\$ 7,503
PRE-APPLICATION REVIEW			
	One and Two Family Residential projects	\$ 581	\$ 601
	Planning		
	PW/Eng		
	Commercial and Multi-family projects (50,000 sq ft or less)	\$ 910	\$ 941
	Planning		
	PW/Eng		
	Commercial and Multi-family projects (> 50,000 sq ft)	\$ 1,063	\$ 1,099
	Planning		
	PW/Eng		
PRECISE PLAN (SPECIFIC PLAN)			
	Application	\$ 10,078	\$ 10,421
SIGN PERMITS			
	Sign Permit (BAR approval)-fixed signs	\$ 350	\$ 350
	Sign Permit (administrative approval; sign face change)	\$ 99	\$ 102
	Temporary Signs	\$ 99	\$ 102
	Master Sign Program	\$ 750	\$ 750
	Nonconforming Sign - exception request	\$ 1,009	\$ 1,043
SUBDIVISIONS			
	Tentative Parcel Map (up to 4 lots)	\$ 4,843	\$ 5,008
	Planning		
	PW/Eng		
	Tentative Subdivision (Tract) Map (4 or more lots)	\$ 7,165	\$ 7,409
	Planning		
	PW/Eng		
	Lot Line Adjustment	\$ 1,418	\$ 1,466
	Planning		
	PW/Eng		
	Lot Merger	\$ 1,014	\$ 1,048
	Planning		
	PW/Eng		
TIME EXTENSION REVIEW			
	Administrative	\$ 807	\$ 834
	Planning Commission	\$ 807	\$ 834
	Board of Architectural Review (BAR)	\$ 807	\$ 834

CITY OF SEASIDE
MASTER FEE SCHEDULE

SCHEDULE OF PLANNING DEPARTMENT FEES

All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019

Note Fees lowered in prior year were not increased by CPI (Review for increase)		17/18 Adopted	18/19 Proposed
PLANNING DEPARTMENT FEES			
USE PERMIT			
Residential			
One and Two Family Residential		\$ 800	\$ 800
Planning			
PW/Eng			
Multi-family Residential		\$ 1,000	\$ 1,000
Planning			
PW/Eng			
Commercial			
Commercial (< 5K sq ft)		\$ 1,000	\$ 1,000
Planning			
PW/Eng			
Fire			
Commercial (5K sq ft or greater)		\$ 1,500	\$ 1,500
Planning			
PW/Eng			
Fire			
Other			
Minor Use		\$ 700	\$ 700
Planning			
PW/Eng			
Day Care (Large Family child or adult day care home 7-14 capacity, as defined in the CA Code of Regulations); (* includes 2 inspections)		\$ 513	\$ 513
Planning			
Fire			
VARIANCE			
<i>Definition of a Minor Variance: a maximum reduction of up to 10% of: a. Distance between structures, b. Parcel dimension (not area), c. Setbacks, d. Structure height, e. On-site parking, loading and landscaping</i>			
Residential			
One and Two Family Residential		\$ 2,495	\$ 2,580
Planning			
PW/Eng			
Minor One and Two Family Residential (<i>see above for definition of minor & examples</i>)		\$ 2,495	\$ 2,580
Planning			
PW/Eng			
Multi-family Residential		\$ 3,704	\$ 3,830
Planning			
PW/Eng			
Minor Multi-family Residential (<i>see above for definition of minor & examples</i>)		\$ 2,495	\$ 2,580
Planning			
PW/Eng			
Commercial			
Commercial		\$ 2,590	\$ 2,678
Planning			
PW/Eng			
Minor Commercial (<i>see above for definition of minor & examples</i>)		\$ 2,198	\$ 2,273
Planning			
PW/Eng			

**CITY OF SEASIDE
MASTER FEE SCHEDULE**

SCHEDULE OF PLANNING DEPARTMENT FEES

All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019

Note Fees lowered in prior year were not increased by CPI (Review for increase)		17/18 Adopted	18/19 Proposed
PLANNING DEPARTMENT FEES			
OTHER FEES			
Affordable Housing Agreement		\$ 1,613	\$ 1,668
Mobilhome Park Conversions, Closures, and Cessation of Use Fee		\$ 1,613	\$ 1,668
Deferred Completion Agreement		\$ 807	\$ 834
Floodplain Development Permit		\$ 807	\$ 834
Tentative Parcel Map Waiver		\$ 1,613	\$ 1,668
Planning Commission Interpretation		\$ 1,613	\$ 1,668
Real Property Disclosure Report		\$ 140	\$ 145
LAND USE APPEALS			
Non-Applicant		\$ 3,024	\$ 3,127
Applicant		\$ 3,225	\$ 3,335
Administrative Review for Radio, Satellite and Dish Antennas		\$ 807	\$ 834
Grand Opening and Promotional Banner / Temporary Sign		\$ 101	\$ 104
Sign Permit (Over-the-counter)		\$ 202	\$ 209
ZONING COMPLIANCE PLAN CHECK:			
Over the Counter (Replacement In Kind)		\$ 101	\$ 104
Over the Counter (Minor)		\$ 101	\$ 104
Zoning Confirmation Letter		\$ 807	\$ 834
Advanced Planning Surcharge:			
(Charged on all new construction for building plans (e.g. additions, new buildings), pw/eng, fire permits, and development applications)		0.3% of building valuation	0.3% of building valuation
HOURLY RATES			
Planning Services		\$ 202	\$ 209
For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers (e.g. Consultants) if required to process the specific application.			

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		17/18 Adopted	18/19 Proposed	Notes
ENGINEERING DIVISION FEES				
1.0	BUILDING PERMIT PROCESSING - see 4.1c, 9 & 10 for possible add'l fees			
1.1	Plan Review (includes grading, infrastructure, public improvements)			
a	One and Two Family Residential	\$ 77	\$ 80	
b	Commercial and Multi-family Residential up to 1 acre- (Minimum Non-Refundable Deposit of \$281)	Actual Cost	Actual Cost	d
c	Commercial and Multi-family Residential > 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Costs (Costs associated with site work, grading, drainage & sewer utility)	Actual Cost	Actual Cost	d
1.2	Inspection (includes grading, infrastructure, public improvements)			
a	One and Two Family Residential-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost	d
b	Commercial and Multi-family Residential up to 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost	d
c	Commercial and Multi-family Residential > 1 acre-Minimum Non-Refundable Deposit of 5% of Estimated Site Improvement Cost	Actual cost	Actual cost	d
2.0	ENCROACHMENT PERMIT			
	Plan Check - Standard	\$ 157	\$ 162	
	Sewer Connection (each) (incl 2 visits)	\$ 312	\$ 323	
	Utility Line Installations (ex. Water,power) - Up to 200 LF (incl 2 visits)	\$ 312	\$ 323	
	Utility Line Installations - > 200 LF (each 200 LF)	\$ 233	\$ 241	
	Pavement Restoration (0-100 sf) \$30/sf with a minimum non-refundable deposit of \$750		Actual Cost	a
	Pavement Restoration (>100 sf) \$20/sf with a minimum non-refundable deposit of \$2,020		Actual Cost	b
	Curb/Gutter (per 200 LF)	\$ 233	\$ 241	
	Sidewalk (repair and replace) (per 200 LF)	\$ 233	\$ 241	
	Driveway (repair and replace) (per opening)	\$ 233	\$ 241	
	Right-of-Way Access/Entry (ex. Roofers, scaffolding, temporary construction barrier)	\$ 233	\$ 241	
	Right-of-Way Construction/ Portable Unit (per every 2 weeks) - (ex. dumpster, storage bin)	\$ 45	\$ 45	
	Traffic Control/ Lane Closure (per set-up and per day of implementation; each set-up requires a separate inspection) - Actual Cost; Minimum \$45 + \$45 per day (except residential street)	Actual cost	Actual cost	d
	Traffic Control - Traffic Signal operation call-out		\$300/visit	
	Encroachment Permit Depositor Bond- (improvements <\$25,000)	\$ 1,000	\$ 1,000	
	Public Improvements > \$25,000, 100% cost of public improvements	100%	100%	
2.1	Transportation Permit (maximum set by state law)			
	Single Trip	\$ 16	\$ 16	
3.0	MAPS			
	(see also Planning Subdivisions for add'l fees; see also 4.2 and 4.3)			
	Lot Line Adjustment (includes 2 reviews)- Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Lot Merger (includes 2 reviews)-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Tentative Parcel Map (up to 4 lots)-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Tentative Subdivision (Tract) Map-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Final Parcel Map (1-4 lots) -Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Final Subdivision (Tract) Map-Minimum Non-Refundable Deposit of \$1200	Actual cost	Actual cost	d
	Map Additional Review- Minimum Non-Refundable Deposit of \$225	Actual cost	Actual cost	d

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES

All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		17/18 Adopted	18/19 Proposed	Notes
ENGINEERING DIVISION FEES				
4.0	DEVELOPMENT PLAN REVIEW AND INSPECTION			
4.1	Improvement Plan Review			
a	Improvement Plan Check (1/2 hr max)	No cost	No cost	
b	Improvement Plan Check (each additional 1/2 hr, minimum non-refundable deposit of \$151)	Hourly Rate	Hourly Rate	c
c	Improvement Inspection (Minimum Non-Refundable Deposit of \$151)	Hourly Rate	Hourly Rate	c
4.2	Hydrology/ Hydolic Studies Review			
a	Hydrology/Hydraulic Studies (0-20 acres) - Minimum Non-Refundable Deposit of \$800	Actual Cost	Actual Cost	d
b	Hydrology/Hydolic Studies (>20 acres)- Minimum Deposit of \$1600	Actual Cost	Actual Cost	d
4.3	Sewer Studies Review			
a	Sewer Studies (0-5 units)- Minimum Non-Refundable Deposit of \$1200	Actual Cost	Actual Cost	d
b	Sewer Studies (>5 units) - Minimum Non-Refundable Deposit of \$1500	Actual Cost	Actual Cost	d
4.4	Boarch of Architectual Review - see 9 & 10 for possible add'l fees			
a	Residential			
	One and Two Family - New Construction	\$ 77	\$ 80	
	One and Two Family - Addition that adds less than 50% of the structure	\$ 77	\$ 80	
	Multi-family - New Construction	\$ 157	\$ 162	
	Multi-family - Addition that adds less than 50% of the structure	\$ 157	\$ 162	
b	Commercial			
	New Construction (includes shell only)	\$ 157	\$ 162	
	Addition/Remodel that adds less than 50% of the structure	\$ 157	\$ 162	
5.0	OTHER FEES			
	Encroachment Agreements - Minimum Non-Refundable Deposit of \$600	Actual Cost	Actual Cost	d
	Abandonment/Vacation (Modifications/Processing) - \$3000 Non-Refundable Deposit	Actual Cost	Actual Cost	d
	Board Up Houses	Actual Cost	Actual Cost	d
	Commemorative Sign Application	\$ 54	\$ 54	
	Monument Placement-Minimum Non-Refundable Deposit of \$1,500	Actual Cost	Actual Cost	d
6.0	TRAFFIC ADVISORY			
	Traffic Advisory Committee Request	\$ 56	\$ 58	
7.0	SEWER SERVICES			
	Sewer Line Overflow Response - (Regular Business Hours) Rate plus Materials- 1Hr Minimum	\$208.72/hr	\$208.72/hr	
	(Outside Regular Business Hours) Rate plus Materials	\$449.58/hr	\$449.58/hr	
8.0	STREET MAINTENANCE			
	Marking Curb - per curb (20 ft maximum length)	\$ 398	\$ 412	
	Installation of one sign	\$ 398	\$ 412	
9.0	STORM WATER			
9.1	STORMWATER CONTROL PLAN- New or Replaced Impervious Surface			
a	Pre-review Meeting	\$ 157	\$ 162	
b	Small Project (includes 2 reviews) - 2,500 - 5,000 Sq Ft. (TIER 1)	\$ 312	\$ 323	
c	Small Project (each additional review) - 2,500 - 5,000 Sq Ft	\$ 77	\$ 80	
d	Medium Project (includes 2 reviews) - 5,000 - 15,000 Sq Ft- Minimum Non-Refundable Deposit \$3600 (TIER 2)	Actual Cost	Actual Cost	d
e	Medium Project (each additional review) - 5,000 - 15,000 Sq Ft-	Actual Cost	Actual Cost	d
f	\$4800 (TIER 3 &4)	Actual Cost	Actual Cost	
g	Large Project (each additional review) - > 15,000 Sq Ft	Actual Cost	Actual Cost	d
h	Inspection of privately maintained post-construction treatment devices	\$ 157	\$ 162	

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF ENGINEERING DIVISION FEES**

All City of Seaside planning, engineering and building fees for parcels in the West Broadway Urban Village Specific Plan Area will be waived for 2018/2019		17/18 Adopted	18/19 Proposed	Notes
ENGINEERING DIVISION FEES				
10.0	STORMWATER POLLUTION PREVENTION PLAN(SWPPP) REVIEW AND INSPECTION			
	Storm Water Pollution Prevention (SWPPP)-applies to soil disturbance greater than 1 acre - Minimum Non-Refundable Deposit \$450	Actual Cost	Actual Cost	d
	SWPPP Inspections - Minimum Non-Refundable Deposit \$281	Actual Cost	Actual Cost	d
11.0	TREE PERMITS (Required on private property for trimming or removal) 1-5 trees	\$ 101	\$ 104	
12.0	PLANNING COMMISSION REVIEW-DEVELOPMENT APPLICATIONS			
12.1	AMENDMENTS			
	General Plan Amendment	\$ 157	\$ 162	
	Planned Unit Development Amendment	\$ 157	\$ 162	
	Zoning Map Amendment	\$ 157	\$ 162	
	Zoning Ordinance (text) Amendment	\$ 157	\$ 162	
	Local Coastal Plan Amendment	\$ 157	\$ 162	
	Use Permit Amendment	\$ 77	\$ 80	
	Minor Use Permit Amendment	\$ 77	\$ 80	
	Design Review Amendment	\$ 157	\$ 162	
	Tentative Parcel Map Amendment-Minimum Non-Refundable Deposit \$800	Actual Cost	Actual Cost	d
	Tentative Subdivision (Tract) Map Amendment-Minimum Non-Refundable Deposit \$1000	Actual Cost	Actual Cost	d
12.2	APPEALS			
	Planning Commission (from ZA,BAR & Staff interpretation)	\$ 157	\$ 162	
	City Council (from Planning Commission)	\$ 157	\$ 162	
12.3	VARIANCE			
a	Residential			
	One and Two Family Residential	\$ 77	\$ 80	
	Multi-family Residential	\$ 77	\$ 80	
b	Commercial			
	Commercial (> 5,000 square feet)	\$ 312	\$ 324	
	Minor Commercial (, 5,000 square feet)	\$ 157	\$ 163	
13.0	HOURLY RATES			
	Engineering Services	\$ 312	\$ 324	
	Engineering Services - after business hours (OT, 2 hour minimum)	\$ 302	\$ 302	
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.			

a	Estimated cost for City to perform paving is \$30/sf. Fee is calculated by multiplying excavation area in square feet by \$30. If
b	Estimated cost for City to perform paving is \$20/sf. Fee is calculated by multiplying excavation area in square feet by \$20.
c	See section 13 for Engineering Services hourly rates.
d	The minimum non-refundable deposit is charge for City to perform initial work. If cost for staff time exceeds minimum deposit, additional charges will accrue at actual cost. See Section 13 for staff costs.

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES

2018-19 Monthly Meter Charges			
Meter Size	Base Charges	Watermaster Fixed Expenses	Total
5/8"	\$15.32	\$10.00	\$25.32
2"	\$119.20	\$10.00	\$129.20
3"	\$215.21	\$10.00	\$225.21

Monthly Consumption Charges (ccf)	
Residential	
Water Consumed (ccf)	Gravity Zone (per unit)
First 4 Units	\$3.87
> 4-10 units	\$8.37
> 10-20 units	\$13.56
> 20-30 units	\$19.35
> 30-40 units	\$26.53
> 40 units	\$34.65

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES

Monthly Consumption Charges (ccf)					
Multifamily (per dwelling)		Schools (on a per student basis)		Parks (on a per acre basis)	
Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit
First 4 Units	\$3.87	1 Unit	\$5.69	First 4 Units	\$5.69
> 4-10 units	\$8.37	> 1 - 3 Units	\$8.37	> 4-10 units	\$8.37
> 10-20 units	\$13.56	> 3 - 4 Units	\$13.56	> 10-20 units	\$13.56
> 20-30 units	\$19.35	> 4 - 5 Units	\$19.35	> 20-30 units	\$19.35
> 30-40 units	\$26.53	> 5 - 6 Units	\$26.53	> 30-40 units	\$26.53
> 40 units	\$34.65	> 6 Units	\$34.62	> 40 units	\$34.62

Monthly Consumption Charges (ccf)			
Great Victory Temple Church		Seventh Day Adventist Church	
Water Consumed (ccf)	Charge per unit	Water Consumed (ccf)	Charge per unit
First 60 Units	\$5.69	First 14 Units	\$5.69
> 60 - 70 Units	\$8.37	> 14 - 35 Units	\$8.37
> 70 - 80 Units	\$13.56	> 24 - 34 Units	\$13.56
> 80 - 90 Units	\$19.35	> 34 - 44 Units	\$19.35
> 90 - 100 Units	\$26.53	> 44 - 54 Units	\$26.53
> 100 Units	\$34.62	> 54 Units	\$34.62

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF WATER RATES & FEES

Water Fees		
Service		18/19 Proposed
Reconnection Fees:		
During Business Hours		\$123.00
After Business Hours		\$240.00
Late Fee		\$16.00
Deconstruction of Water Meter	Actual Cost (minimum \$245.52)	
Removal of Lock (cutting off)		\$101.00
Deconstruction of Curb Stop	Actual Cost (Minimum \$905.40)	
Water Meter Testing Charge		\$629.00

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

	17/18 Adopted (3.7%)	17/18 Adopted (3.7%)		18/19 Proposed (3.4%)	18/19 Proposed (3.4%)
Fee Service	Resident Fees	Non Resident		Resident Fees	Non Resident
Preschool Programs					
Fees per class- <i>No increase for 18/19</i>	\$8.25	\$10.00		\$8.25	\$10.00
Family - per month					
After School Program					
Individual - per month	\$27.25	\$33.50		\$28.25	\$34.75
Family - per month	20% discount to siblings residing in same household	20% discount to siblings residing in same household		20% discount to siblings residing in same household	20% discount to siblings residing in same household
Intersession Day Camp Program					
Full Day - Sports/Day Camp- <i>No increase for 18/19</i>	\$97.00	\$120.75		\$97.00	\$120.75
3 hours Sports/Day Camp- <i>No increase for 18/19</i>	\$21.00	\$26.25		\$21.00	\$26.25
1/2 day camp (Playland)- <i>No increase for 18/19</i>	\$41.75	\$52.25		\$41.75	\$52.25
Youth Sports					
Tennis per class- <i>No increase for 18/19</i>	\$5.75	\$7.00		\$5.75	\$7.00
Contract Classes Programs					
Classes - subjects, schedules and cost vary depending on community interests, availability of instructors, facilities and materials					
Special Events Programs					
Vendor (Flea Market/Craft)	\$50.00	\$62.50		\$51.75	\$64.75
Commercial- <i>No increase for 18/19</i>	\$71.00	\$89.00		\$71.00	\$89.00
Facility Rentals - Oldemeyer					
Oldemeyer Auditorium Per hour charge	\$102.25	\$127.25		\$105.75	\$131.50
BBQ Facility- <i>No increase for 18/19</i>	\$52.25	\$65.50		\$52.25	\$65.50
Deposit due day of center rental- <i>No increase for 18/19</i>	\$591.25	\$738.75		\$591.25	\$738.75
Alcohol Deposit - 25% non refundable- <i>No increase for 18/19</i>	\$575.50	\$719.50		\$575.50	\$719.50
VFW - Friday 5-11 pm- <i>No increase for 18/19</i>	\$374.25	\$467.25		\$374.25	\$467.25
Avenue of Flags - Sunday 5-11 pm- <i>No increase for 18/19</i>	\$325.50	\$406.50		\$325.50	\$406.50
Facility Rental- Soper					
Soper Field Community Center					
Large Meeting Room (3 hour minimum)	\$54.25	\$68.00		\$56.00	\$70.25
Room Deposit - total- <i>No increase for 18/19</i>	\$314.00	\$392.50		\$314.00	\$392.50
Non-refundable portion (25%)- <i>No increase for 18/19</i>	\$78.50	\$98.25		\$78.50	\$98.25
Refundable portion (75%)- <i>No increase for 18/19</i>	\$235.50	\$294.50		\$235.50	\$294.50
Alcohol Deposit - 25% non refundable- <i>No increase for 18/19</i>	\$575.50	\$719.50		\$575.50	\$719.50
Private Rental Fees- Oldemeyer					
0-3 hrs. (per hour)- <i>No increase for 18/19</i>	\$68.00	\$84.75		\$68.00	\$84.75
Every hour over 3 (per hour)- <i>No increase for 18/19</i>	\$31.25	\$39.25		\$31.25	\$39.25
Seahorse Room Rental					
0-3 hrs. (per hour)- <i>No increase for 18/19</i>	\$43.75	\$55.00		\$43.75	\$55.00
Every hour over 3 (per hour)- <i>No increase for 18/19</i>	\$20.00	\$24.50		\$20.00	\$24.50
Seaside Room					
0-3 hrs. (per hour)- <i>No increase for 18/19</i>	\$43.75	\$55.00		\$43.75	\$55.00
Every hour over 3 (per hour)- <i>No increase for 18/19</i>	\$20.00	\$24.50		\$20.00	\$24.50
Blackhorse Room/Senior					
0-3 hrs. (per hour)- <i>No increase for 18/19</i>	\$54.50	\$68.00		\$54.50	\$68.00
Every hour over 3 (per hour)- <i>No increase for 18/19</i>	\$24.00	\$29.75		\$24.00	\$29.75
Bayonet Room Rental					
0-3 hrs. (per hour)- <i>No increase for 18/19</i>	\$43.75	\$55.00		\$43.75	\$55.00
Every hour over 3 (per hour)- <i>No increase for 18/19</i>	\$20.00	\$24.50		\$20.00	\$24.50
Non-profit Organization - applies to all rooms except Laguna	\$30.75	\$38.75		\$31.75	\$40.00

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

	17/18 Adopted (3.7%)	17/18 Adopted (3.7%)		18/19 Proposed (3.4%)	18/19 Proposed (3.4%)
Fee Service	Resident Fees	Non Resident		Resident Fees	Non Resident
Aquatics Private Rentals-Pattullo Swim Center					
2 hours - up to 50 people- <i>No increase for 18/19</i>	\$180.00	\$225.00		\$180.00	\$225.00
2 hours - up to 100 people- <i>No increase for 18/19</i>	\$197.25	\$246.50		\$197.25	\$246.50
2 hours - up to 125 people- <i>No increase for 18/19</i>	\$233.50	\$291.50		\$233.50	\$291.50
Use of Slide- <i>No increase for 18/19</i>	\$26.25	\$32.25		\$26.25	\$32.25
Additional 1/2 hour- <i>No increase for 18/19</i>	\$39.00	\$48.75		\$39.00	\$48.75
Deposit- <i>No increase for 18/19</i>	\$87.00	\$108.25		\$87.00	\$108.25
NP-Seaside Dolphins Swim Team- <i>No increase for 18/19</i>	\$21.00	\$26.25		\$21.00	\$26.25
NP-CSUMB- <i>No increase for 18/19</i>	\$21.00	\$26.25		\$21.00	\$26.25
NP-MPUSD Special Ed. Student- <i>No increase for 18/19</i>	\$21.00	\$26.25		\$21.00	\$26.25
NP-MCOE Special Ed Student- <i>No increase for 18/19</i>	\$21.00	\$26.25		\$21.00	\$26.25
Cypress Synchronized Club- <i>No increase for 18/19</i>	\$32.25	\$40.25		\$32.25	\$40.25
Senior Programs					
Senior Theme Lunches (AOA)- <i>same for non-resident-No increase for 18/19</i>	\$4.00	\$4.00		\$4.00	\$4.00
Senior Trips					
Aquatics Programs					
Swim Lessons	\$44.75	\$55.75		\$46.25	\$57.75
Water Exercise / 2 days wk	\$22.50	\$55.75		\$22.50	\$57.75
Water Exercise / 5 days wk	\$34.00	\$88.75		\$34.00	\$91.75
Adult Water Exercise Class Drop-in Rate- <i>No increase for 18/19</i>	\$8.50	\$10.50		\$8.50	\$10.50
Lap Swim					
Adult Drop In- <i>No increase for 18/19</i>	\$5.75	\$7.00		\$5.75	\$7.00
Senior / Military / College Drop-In- <i>No increase for 18/19</i>	\$3.50	\$4.00		\$3.50	\$4.00
Recreation Swim					
Adult Drop In- <i>No increase for 18/19</i>	\$5.75	\$7.00		\$5.75	\$7.00
Senior / College Student / Youth / Military Drop In- <i>No increase for 18/19</i>	\$3.50	\$4.00		\$3.50	\$4.00
Commercial Rental (per hr)- <i>No increase for 18/19</i>	\$104.75	\$130.75		\$104.75	\$130.75
Recreation Swim Card					
Youth Recreation Card (per mo.)- <i>No increase for 18/19</i>	\$15.25	\$18.75		\$15.25	\$18.75
Youth Recreation Card (per Yr.)- <i>No increase for 18/19</i>	\$103.75	\$129.25		\$103.75	\$129.25
Senior/College/Military Card (per mo.)- <i>No increase for 18/19</i>	\$22.50	\$27.75		\$22.50	\$27.75
Senior/College/Military Card (per yr.)- <i>No increase for 18/19</i>	\$134.50	\$168.00		\$134.50	\$168.00
Senior Gold Card (per mo.) for Senior Swim Only- <i>No increase</i>	\$16.75	\$21.00		\$16.75	\$21.00
Senior Gold Card (per yr.) for Senior Swim Only- <i>No increase</i>	\$109.75	\$137.00		\$109.75	\$137.00
Adult Lap Card (per mo.)- <i>No increase for 18/19</i>	\$34.00	\$42.25		\$34.00	\$42.25
Adult Lap Card (per yr.)- <i>No increase for 18/19</i>	\$276.25	\$345.25		\$276.25	\$345.25
Adult Couple / Corporate (per mo.)- <i>No increase for 18/19</i>	\$52.25	\$65.50		\$52.25	\$65.50
Adult Couple / Corporate (per yr.)- <i>No increase for 18/19</i>	\$361.75	\$451.75		\$361.75	\$451.75
Family - up to 4 people / (per mo.)- <i>No increase for 18/19</i>	\$70.00	\$87.50		\$70.00	\$87.50
Family - up to 4 people / (per yr.)- <i>No increase for 18/19</i>	\$471.00	\$588.75		\$471.00	\$588.75
Family - up to 8 people / (per mo.)- <i>No increase for 18/19</i>	\$86.50	\$107.75		\$86.50	\$107.75
Family - up to 8 people / (per yr.)- <i>No increase for 18/19</i>	\$623.25	\$778.75		\$623.25	\$778.75
All military personnel and their families regardless of residency	20% discount	20% discount		20% discount	20% discount
Family discount - siblings residing in same household & enrolling in same activity	20% discount	20% discount		20% discount	20% discount

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF RECREATION DIVISION FEES

	17/18 Adopted (3.7%)	17/18 Adopted (3.7%)		18/19 Proposed (3.4%)	18/19 Proposed (3.4%)
Fee Service	Resident Fees	Non Resident		Resident Fees	Non Resident
Park Reservation					
Laguna Grande					
Up to 49 People - BBQ	\$41.25	\$48.00		\$42.75	\$49.75
Cleaning Deposit - 25% is Non Refundable	\$54.25	\$54.25		\$56.00	\$56.00
50-100 People - BBQ	\$67.50	\$73.75		\$69.75	\$76.25
Cleaning Deposit - 25% is Non Refundable	\$92.25	\$92.25		\$95.50	\$95.50
101-150 People - BBQ	\$99.75	\$107.50		\$103.25	\$111.25
Cleaning Deposit - 25% is Non Refundable	\$162.75	\$162.75		\$168.25	\$168.25
Soper Park					
Up to 49 People - Small BBQ	\$41.25	\$48.00		\$42.75	\$49.75
Cleaning Deposit - 25% is Non Refundable	\$54.25	\$54.25		\$56.00	\$56.00
50-100 People - Large BBQ	\$67.50	\$73.75		\$69.75	\$76.25
Cleaning Deposit - 25% is Non Refundable	\$92.25	\$92.25		\$95.50	\$95.50
101-150 People - Entire BBQ Area	\$99.75	\$107.50		\$103.25	\$111.25
Cleaning Deposit - 25% is Non Refundable	\$162.75	\$162.75		\$168.25	\$168.25
Bounce House (each)	\$28.25	\$28.25		\$29.25	\$29.25
Cancellation Fee	\$11.00	\$11.00		\$11.25	\$11.25
Ellis Park-Oldemeyer					
Up to 49 People - BBQ	\$41.25	\$48.00		\$42.75	\$49.75
Cleaning Deposit - 25% is Non Refundable	\$54.25	\$54.25		\$56.00	\$56.00
Bounce House (each)	\$28.25	\$28.25		\$29.25	\$29.25
Metz Park					
Up to 49 People - BBQ	\$41.25	\$48.00		\$42.75	\$49.75
Cleaning Deposit - 25% is Non Refundable	\$54.25	\$54.25		\$56.00	\$56.00
50-100 People - BBQ	\$67.50	\$73.75		\$69.75	\$76.25
Cleaning Deposit - 25% is Non Refundable	\$92.25	\$92.25		\$95.50	\$95.50
Bounce House (each) No Electricity	\$28.25	\$28.25		\$29.25	\$29.25
Metz Basketball Court					
1-4 Hours (per hour)	\$10.00	\$15.00		\$10.00	\$15.00
All-Day Reservation	\$50.00	\$75.00		\$50.00	\$75.00
Cleaning Deposit - 25% is Non Refundable	\$60.00	\$60.00		\$60.00	\$60.00
Ballfield Field Group Usage*					
Facility Use Fee	\$195.50/per day or 1-4 hours \$26.44/hr	\$195.50/per day or 1-4 hours \$26.44/hr		\$195.50/per day or 1-4 hours \$26.44/hr	\$195.50/per day or 1-4 hours \$26.44/hr
Cleaning Deposit- nonrefundable 25%	\$162.75	\$162.75		\$168.25	\$168.25
Lighting Fee	\$30.00 per hr	\$30.00 per hr		\$30.00 per hr	\$30.00 per hr
*Facility Use Agreements are needed for Ballfield Field Group Usage with a term no more than 2 years.					

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
FIRE DEPARTMENT FEES			
Annual Hazardous Materials Inspection Permit Fees			
	California Fire Code: Annual; Operational Permits	\$ 326	\$ 337
	Amusement Buildings		
	Aviation Facilities		
	Carnivals and Fairs		
	Cellulose Nitrate Film		
	Combustible dust-producing operations		
	Combustible Fibers		
	Covered Mall Buildings		
	Cryogenic Fluids		
	Cutting and Welding		
	Dry Cleaning Plants		
	Exhibits and Trade Shows		
	Explosives		
	Fire Hydrants and Valves		
	Flammable and Combustible Liquids		
	Floor Finishing		
	Fruit and Crop Ripening		
	Fumigation and Thermal Insecticide Fogging		
	Hazardous Materials		
	HPM Facilities (Hazardous Production Materials)		
	High Piled Storage		
	Hot Work Operations		
	Industrial Ovens		
	Lumber Yards and Wood Working Plants		
	Liquid- or gas-fueled vehicles or equipment in assembly buildings		
	LP GAS		
	Magnesium		
	Misc. Combustible Storage		
	Open Burning		
	Open Flames and Torches		
	Open Flames and Candles		
	Organic Coatings		
	Places of Assembly		
	Private Fire Hydrants		
	Pyrotechnic special effects material		
	Pyroxylin plastics		
	Refrigeration equipment		
	Repair garages and motor fuel-dispensing facilities		
	Rooftop heliports		
	Spraying or dipping		
	Storage of scrap tires and tire byproducts		
	Temporary membrane Structures		
	Tire-rebuilding plants		
	Waste handling		
	Wood Products		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
FIRE DEPARTMENT FEES			
Annual Short Term Rental Safety Inspections			
	Short Term Rental (includes 2 inspections)	N/A	\$ 261
	Re-Inspection (after initial and first reinspection)	N/A	\$ 173
Annual Business Fire Safety Inspections (business incl 2 inspections, excluding apartments)			
A	A Occupancies (Per Hour) (ie assembly places)	\$ 252	\$ 261
B	B Occupancies (Per Hour) - (ie bank, professional office)	\$ 252	\$ 261
E	E Occupancies (Per Hour) - (ie educational)	\$ 252	\$ 261
		\$ -	\$ -
F	F Occupancies (Per Hour) - (ie Factory)	\$ 502	\$ 519
H	H Occupancies (Per Hour) - (ie High Hazard)	\$ 502	\$ 519
I	I Occupancies (Per Hour) - (ie Institutional)	\$ 502	\$ 519
M	M Occupancies (Per Hour) - (ie market, department or drug store)	\$ 252	\$ 261
R-2	R-2 Occupancy (Per Hour) (ie Res Permanent 2+) 4 or less units	\$ 252	\$ 261
	5-20 units	\$ 252	\$ 261
	21-50 units	\$ 502	\$ 519
	> 50 units; each additional 50 units	\$ 669	\$ 692
S	S Occupancies (Per Hour) - (ie Storage)	\$ 502	\$ 519
U	U Occupancies (Per Hour) - (ie Accessory; Private Garage, Agriculture building, etc)	\$ 252	\$ 261
	Re-Inspection (after initial and first reinspection)	\$ 167	\$ 173
Licensed Care Facilities			
	Pre-Inspection	\$ 84	\$ 87
	Licensed Care Facility (7-49) (State and County License Mandated)	\$ 252	\$ 261
	Licensed Care Facility (50+) (State and County License Mandated)	\$ 502	\$ 519

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
FIRE DEPARTMENT FEES			
NEW CONSTRUCTION, ADDITIONS, AND MAJOR REMODELS			
	Contract fire plan check		
	Commercial Uses - Structural (All newly constructed, added, or <u>structurally remodeled</u> space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	500	\$ 167	\$ 173
	2,000	\$ 335	\$ 346
	5,000	\$ 502	\$ 519
	10,000	\$ 669	\$ 692
	25,000	\$ 837	\$ 865
	Residential and Multifamily Residential Uses - (All newly constructed, added, or structurally remodeled space for residential occupancies classified as CBC Group R (except R-3), or other residential occupancies not specifically addressed elsewhere in this Fee Schedule) (ie mixed use, hotel, motel, condo, apartment)		
	Square Footage:		
	1,000	\$ 252	\$ 261
	5,000	\$ 335	\$ 346
	10,000	\$ 502	\$ 519
	50,000	\$ 837	\$ 865
	100,000	\$ 1,174	\$ 1,214
	Attached and Detached Accessory and Utility Uses - (All newly constructed, added, or structurally remodeled space for utility and accessory occupancies classified as CBC Group U, or other utility and accessory occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 167	\$ 173
	600	\$ 167	\$ 173
	1,000	\$ 252	\$ 261
	1,500	\$ 252	\$ 261
	2,000	\$ 335	\$ 346
	Shell Buildings for all Commercial Uses - (The enclosure for all newly constructed, space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the interior is not completed or occupiable)		
	Square Footage:		
	500	\$ 167	\$ 173
	2,000	\$ 335	\$ 346
	5,000	\$ 502	\$ 519
	10,000	\$ 669	\$ 692
	25,000	\$ 837	\$ 865

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
FIRE DEPARTMENT FEES			
	Commercial Tenant Improvement - Non Structural - (Non-structurally remodeled space for non-residential occupancies classified as CBC Group A, B, E, F, H, I, M, S or other commercial occupancies not specifically addressed elsewhere in this Fee Schedule where the structure is not altered)		
	Square Footage:		
	500	\$ 167	\$ 173
	2,000	\$ 335	\$ 346
	5,000	\$ 502	\$ 519
	10,000	\$ 669	\$ 692
	25,000	\$ 837	\$ 865
	One and Two Family Dwellings - Model Home or Custom Plan Review - (All newly constructed space for residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule. This category includes the model home or a custom home project)		
	Square Footage:		
	1,000	\$ 167	\$ 173
	2,500	\$ 167	\$ 173
	4,000	\$ 335	\$ 346
	6,000	\$ 335	\$ 346
	8,000	\$ 419	\$ 433
	Structural Residential Remodels and Additions - (All newly constructed additions to, or structurally remodeled areas of, residential occupancies classified as CBC Group R-3, or other similar residential occupancies not specifically addressed elsewhere in this Fee Schedule)		
	Square Footage:		
	200	\$ 167	\$ 173
	600	\$ 167	\$ 173
	1,000	\$ 167	\$ 173
	1,500	\$ 167	\$ 173
	2,000	\$ 167	\$ 173
	Fire Plan Review (Per Hour)	\$ 167	\$ 173
FIRE INSPECTIONS			
	Fire Hydrant Underground System/Per Fire Hydrant (incl 2 hydrants)	\$ 167	\$ 173
	Each Additional Hydrant	\$ 84	\$ 87
	Fire Hydrant - Use Permit	\$ 167	\$ 173
	Fire Sprinkler Commercial Aboveground	\$ 502	\$ 519
	Fire Sprinkler Commercial Underground	\$ 502	\$ 519
	Standpipes	\$ 502	\$ 519
	Standpipes - Each additional outlet	\$ 43	\$ 44
	Supression System - Hood	\$ 335	\$ 346
	Supression System - Agents	\$ 335	\$ 346
	Fire Extinguishing System Installation (incl hood,duct,agents)	\$ 502	\$ 519
	Fire Pump Installations	\$ 837	\$ 865

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
FIRE DEPARTMENT FEES			
	Certificate of Occupancy		
	Development < 2K sq ft	\$ 252	\$ 261
	Development 2K - 10K sq ft	\$ 502	\$ 519
	Development > 10K sq ft	\$ 669	\$ 692
Special Permits			
	Fireworks Stand Inspection	\$ 167	\$ 173
	Fireworks Booth Application Fee	\$ 167	\$ 173
	Christmas Tree Lot/ Pumpkin Patch	\$ 167	\$ 173
Tent Permits			
	201 to 400 square feet	\$ 167	\$ 173
	401 to 1500 square feet	\$ 167	\$ 173
	1501 - 15,000 square feet	\$ 167	\$ 173
	15,001 - 30,000 square feet	\$ 167	\$ 173
	> 30,000 square feet	\$ 167	\$ 173
Automatic Fire Sprinkler:			
	Inspections/New Systems/Repair		
	0-5,000 s.f.	\$ 502	\$ 519
	5,001-15,000 s.f.	\$ 837	\$ 865
	15,001-30,000 s.f.	\$ 1,174	\$ 1,214
	> 30,001 s.f. (each additional 10k s.f.)	\$ 837	\$ 865
Fire Alarm Systems:			
	Inspections/New Systems/Repair/Alterations		
	0 - 5,000 s.f.	\$ 502	\$ 519
	5,001 - 15,000 s.f.	\$ 837	\$ 865
	15,001 - 30,000 s.f.	\$ 1,174	\$ 1,214
	> 30,0001 s.f. (each additional 10K s.f.)	\$ 837	\$ 865
Fire False Alarm Response			
	Fire False Alarm Response	\$ 252	\$ 261
	(Eng, truck, Bat Chief)		
	Drug/DUI/Hazmat Incident Response		
	Fire Department Equipment Costs: <i>(placeholder for MFS - not analyzed as part of this scope)</i>		
	Administration Vehicle - per hour		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF FIRE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
FIRE DEPARTMENT FEES			
HOURLY RATES			
	Fire Hourly Rate	\$ 167	\$ 173
	Engineer Company - hourly rate	\$ 502	\$ 519
	Copy Service - per page	\$ 0.10	\$ 0.10
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
POLICE DEPARTMENT FEES			
RECORDS, DOCUMENTS AND SPECIAL SERVICES			
	Accident reports (online service)	\$ 17	\$ 18
	Accident reports	\$ 41	\$ 42
	Police Report - per PRA		
	DVD/CD Copy	\$ 33	\$ 34
		\$ -	\$ -
	U-Visa Request	\$ 110	\$ 114
	Sworn		
	Non-sworn		
	Outside Agency CLETS Entry (statewide database)	\$ 49	\$ 51
	Outside Agency background request	\$ 17	\$ 18
	Outside Agency background request - other City jurisdiction	\$ 17	\$ 18
	Firearms Storage Fee	\$ 297	\$ 307
	Adult Arrest Sealing Request	\$ 148	\$ 153
		\$ -	\$ -
	Building Security Services (secure building after a burglary)	\$ 356	\$ 368
	Sworn		
	Non-Sworn		
ALARMS / DISTURBANCE			
Alarm Use Permit			
	Residential new application	\$ 101	\$ 104
	Sworn		
	Non-Sworn		
	Residential annual renewal fee		
	Non-Sworn	\$ 33	\$ 34
		\$ -	\$ -
	Commercial new application	\$ 101	\$ 104
	Sworn		
	Non-Sworn		
	Commercial annual renewal fee		
	Non-Sworn	\$ 33	\$ 34
False Alarm Assessment			
	First Alarm Response	\$ 170	\$ 176
	Sworn (2 units)		
	Non-sworn		
	Second Response	\$ 170	\$ 176
	Sworn		
	Non-sworn		
	Each Additional Response	\$ 170	\$ 176
	Sworn		
	Non-sworn		

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
POLICE DEPARTMENT FEES			
	Response to Peace Disturbance		
	First Response	\$ 170	\$ 176
	Sworn		
	Non-sworn		
	Second Response	\$ 170	\$ 176
	Sworn		
	Non-sworn		
	Each Additional Response	\$ 170	\$ 176
	Sworn		
	Non-sworn		
VEHICULAR			
	Equipment Violation, re-inspection (written by SPD)	\$ 12	\$ 12
	Equipment Violation, re-inspection (written by non SPD)	\$ 12	\$ 12
	Parking Citation Admin Review		
	Sworn	\$ 26	\$ 27
	Parking Citation Hearing (appeal)		
	Sworn	\$ 77	\$ 80
	Vehicle Abatement		
	Per vehicle	\$ 202	\$ 209
	Sworn		
	Non-sworn		
	Vehicle Abatement Appeal	\$ 99	\$ 102
	Impound Vehicle Release Fee (30 day hold) - no license	\$ 202	\$ 209
	Sworn		
	Non-sworn		
	Impound Vehicle Release Fee	\$ 177	\$ 183
	Sworn		
	Non-sworn		
	Impound Release - repo fee Regulated by State. Do Not Increase	\$ 16	\$ 17
EMERGENCY RESPONSE			
	DUI Incident Recovery	\$ 306	\$ 316
	DUI Accident/Hazmat Incident/Emergency Response Recovery		
	Hourly Rates (Full Cost Recovery)	\$ 153	\$ 158

**CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES**

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
POLICE DEPARTMENT FEES			
REGULATORY PERMITS			
	Tow Service Provider Application (annual)	\$ 432	\$ 447
	sworn		
	non-sworn		
	Vending Vehicles-new	\$ 55	\$ 57
	sworn		
	non-sworn		
	Vending Vehicles-renewal	\$ 55	\$ 57
	sworn		
	non-sworn		
	Massage Establishment/Technician-new	\$ 93	\$ 96
	sworn		
	non-sworn		
	Massage Establishment/Technician-renewal	\$ 93	\$ 96
	sworn		
	non-sworn		
	Solicitor-new	\$ 63	\$ 65
	sworn		
	non-sworn		
	Solicitor-renewal	\$ 63	\$ 65
	sworn		
	non-sworn		
	Pawn/Secondhand/Junk-new	\$ 484	\$ 500
	sworn		
	non-sworn		
	Pawn/Secondhand/Junk-renewal	\$ 484	\$ 500
	sworn		
	non-sworn		
	Live Entertainment/Dance (special event)	\$ 63	\$ 65
	sworn		
	non-sworn		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT FEES

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
POLICE DEPARTMENT FEES			
	Firearms-new sworn non-sworn	\$ 484	\$ 500
	Firearms-renewal sworn non-sworn	\$ 484	\$ 500
	ABC Permit Review sworn non-sworn	\$ 101	\$ 104
	Taxi Driver Permit (annual)	\$ 25	\$ 26
	For services requested of City staff which have no fee listed in this fee schedule, the City Manager of the City Manager's designee shall determine the appropriate fee based on the established hourly rates for this department/division. Additionally, the City will pass-through to the applicant any discrete costs incurred from the use of external service providers if required to process the specific application.		

CITY OF SEASIDE
MASTER FEE SCHEDULE
SCHEDULE OF POLICE DEPARTMENT - ANIMAL SERVICES FEES

		17/18 Adopted (3.7%)	18/19 Proposed (3.4%)
	POLICE DEPARTMENT - ANIMAL SERVICES		
	ANIMAL CONTROL SERVICES		
	Dog License Fee		
	Unaltered - Resident:		
	7 months	\$ 50	\$ 52
	13 months	\$ 50	\$ 52
	25 months or more	\$ 50	\$ 52
	Altered- Resident:		
	7 months	\$ 25	\$ 26
	13 months	\$ 25	\$ 26
	25 months or more	\$ 25	\$ 26
	Unaltered - Senior Citizen (65 years and older)		
	7 months	\$ 50	\$ 52
	13 months	\$ 50	\$ 52
	25 months or more	\$ 50	\$ 52
	Altered - Senior Citizen (65 years and older)		
	7 months	\$ 11	\$ 11
	13 months	\$ 11	\$ 11
	25 months or more	\$ 11	\$ 11
	Late Filing Fee	\$ 7	\$ 7
	Replacement of Lost Dog Tag	\$ 7	\$ 7
	License Transfer Fee	\$ 7	\$ 7
	Animal Impound Fines		
	Licensed	\$ 55	\$ 57
	Unlicensed	\$ 84	\$ 87
	2nd Offense (all)	\$ 112	\$ 116
	3rd or more offense (all)	\$ 223	\$ 231



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 9.D.

TO: City Council

FROM: Craig Malin, City Manager

BY: Rick Riedl, City Engineer

DATE: June 7, 2018

**SUBJECT: INTRODUCTION OF AN ORDINANCE ADOPTING TEXT
AMENDMENTS TO CHAPTER 10.32 AND 17.34 OF THE SEASIDE
MUNICIPAL CODE TO AMEND REGULATIONS FOR THE
PARKING OR PLACEMENT OF VEHICLES ADVERTISED FOR
SALE, HIRE, OR RENTAL CITYWIDE.**

PURPOSE & RECOMMENDATION

In accordance with Section 17.74.040.A of the Seaside Municipal Code (SMC), the purpose of this item is to have the City Council consider the proposed text amendments to Chapters 10.32 and 17.34 in order to amend regulations for the parking or placement of vehicles advertised for sale, hire, or rental citywide as defined in the Draft Ordinance. A Negative Declaration has been prepared for the proposed text amendments.

BACKGROUND

The purpose of placing prohibitions on the parking of vehicles for hire, sale, or rental within the community is to address the following issues when vehicles are parked and/or stored within the public right-of-way and on private property:

1. The reduction in the amount of on-street parking for standard passenger vehicles in all zones,
2. The removal of visual blight, and
3. The removal of safety hazards that the parking of vehicles has established with respect to the lack of visibility on vehicular traffic and pedestrian accessibility.

On April 10, 2018, the Traffic Advisory Committee (TAC) recommended that based on the committee's review the City should proceed with presenting an Ordinance for the City Council's consideration to amend regulations for the parking or placement of vehicles advertised for sale, hire, or rental citywide as outlined in the Resolution for the Draft Ordinance provided as Attachment 3.

On April 19, 2018, the City Council reviewed the TAC's recommendations on the proposed Text Amendments and directed City staff to move forward with the preparation of an Initial Study to evaluate the environmental issues associated with the text amendments; and to have the Planning Commission provide its recommendation to the City Council on the adoption of an Ordinance for the proposed Text Amendments.

Staff prepared an Initial Study to evaluate the environmental issues associated with the text amendments. The Initial Study and Negative Declaration was circulated for 20-day public review period beginning on Friday, April 20, 2018 and ending on Wednesday, May 9, 2018 (See Attachment 2). Based on the analysis of the environmental checklist contained within the Initial Study, it has been determined that the proposed text amendments would not result in a direct or indirect physical change in the environment since the amendments would be solely a change in the City's Municipal Code regulations that would not result in any new development or physical change that would directly or indirectly affect the General Plan Land Uses or Zoning District designations or a parcel of land within the community.

On May 23, 2018, the Planning Commission adopted a resolution recommending that the City Council adopt a Negative Declaration for the proposed text amendments to section 10.32.070 and Section 17.34.030 of the Seaside Municipal Code in order to amend regulations for the parking or placement of vehicles advertised for sale, hire, or rental citywide.

STAFF ANALYSIS

The adoption of the proposed text amendments would serve to enhance the visual character and quality of life within the community and to provide a safe, livable environment for both the citizens of Seaside and its visitors alike.

It is recommended that the City Council take the following actions in consideration of the proposed text amendments to the SMC:

1. Adopt a Resolution certifying a Negative Declaration for the proposed text amendments in accordance with the California Environmental Quality Act Guidelines, and
2. Open public testimony/comments, and
3. Accept the first reading of the Draft Ordinance provided for the proposed text amendments to the SMC.

ENVIRONMENTAL REVIEW

Based on the analysis of the environmental checklist contained within the Initial Study, it has been determined that the proposed text amendments would not result in a direct or indirect physical change in the environment since the amendments would be solely a change in the City's Municipal Code regulations that would not result in any new development or physical change that would directly or indirectly affect the General Plan Land Uses or Zoning District designations or a parcel of land within the community.

The Initial Study/Negative Declaration was circulated for a 20-day public review period beginning on Friday, April 20, 2018 and ending on Wednesday, May 9, 2018. City staff did not receive any comments on the proposed Initial Study/Negative Declaration.

FISCAL IMPACT

There is no fiscal impact associated with this item.

ATTACHMENTS

1. Draft Resolution
 2. Exhibit "A" to the Resolution adopting the Negative Declaration
 3. Draft Ordinance
-

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

ADOPTING A NEGATIVE DECLARATION FOR PROPOSED TEXT AMENDMENTS TO SECTION 10.32.070 AND SECTION 17.34.030 OF THE SEASIDE MUNICIPAL CODE IN ORDER TO AMEND REGULATIONS FOR THE PARKING OR PLACEMENT OF VEHICLES ADVERTISED FOR SALE, HIRE, OR RENTAL CITY WIDE.

WHEREAS, the City of Seaside has circulated a Notice of Intent to adopt a Negative Declaration for the adoption of proposed text amendments to the Chapter 10 and 17 of the Seaside Municipal Code as follows:

Proposed Text Amendments

- (Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline)

1. Amend Title 10, Section 10.32.070 to read as follows:

SECTION 10.32.070 ADVERTISING VEHICLES FOR SALE PROHIBITED – IMPOUNDMENT OF VEHICLES.

A. ~~It shall be lawful~~ **No person shall park or place a vehicle advertised for sale, or rental upon any street, alley, right-of-way or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public institutional.** ~~to display one sign advertising a vehicle for sale on the vehicle offered upon any street subject to the following condition: no person may advertise any vehicle which they do not own and may advertise no more than one vehicle in this manner at any one time.~~

B. When authorized signs are in place giving notice thereof, no person shall park any vehicle displaying a sign indicating the vehicle is for sale on any street, alley, public parking lot or other public property **in areas not explicitly identified in section A., above.**

C. Violation of this section shall be an infraction.

D. The chief of police may order the removal of any vehicle parked or left standing in violation of this section in accordance with Section [22651.9](#) of the California Vehicle Code. The chief of police shall cause all of the notices as provided in Section [22852](#) of the California Vehicle Code to be given. (Ord. [894](#) § 2, 2001; Ord. [891](#) § 2, 2001; Ord. [371](#), 1970; Ord. 17, 1955; prior code § 9-270(c))

E. Display of vehicles for hire, sale, or rental on private property is regulated in 17.34.030.C (Vehicles for sale).

2. Amend Title 17, Section 17.34.030 to read as follows:

C. Vehicles for sale. ~~No vehicle, trailer, or other personal property shall~~ **A vehicle may** be parked or placed on private property for the purpose of displaying the vehicle, ~~trailer, or other personal property for hire, rental, or sale, unless the applicable zone allows the use, and the person or business at that location is licensed to sell vehicles, trailers, or other personal property, except as follows~~ **as follows**:

1. In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and

2. In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location.

WHEREAS, it is the responsibility of the Planning Commission to consider and weigh the merits of the Negative Declaration and text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in making its determination and recommendations to the City Council on the proposed Negative Declaration; and

WHEREAS, the Negative Declaration based on the revised language for the proposed text amendments was circulated for a 20-day public review period beginning on Friday, April 20, 2018 and ending on Wednesday, May 9, 2018; and

WHEREAS, the Seaside Planning Commission considered oral comments and written information concerning the proposed Negative Declaration at a duly noticed public hearing held on May 23, 2018 and made a recommendation to the City Council to adopt the proposed Negative Declaration; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council adopts the following findings in support of its action to adopt the proposed Negative Declaration:

1. The proposed text amendments will not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant

or animal or eliminate important examples of the major periods of California history or prehistory.

2. The proposed text amendments will not have any impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects).
3. The proposed text amendments will not have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly.

Evidence: The proposed text amendments will consist of amending and adding new text to Chapter 10 and 17 of the Seaside Municipal Code in order to amend regulations for the parking or placement of vehicles advertised for sale, hire, or rental citywide. There is no development associated with the proposed text amendments. The proposed text amendments will not degrade the quality of the environment, reduce the habitat or population of fish and wildlife species, eliminate plant or animal community, or eliminate important examples of California history or prehistory. The proposed text amendments will not have any impacts that are individually limited but cumulatively considerable or cause substantial adverse effects on human beings, either directly or indirectly.

NOW, THEREFORE, BE IT FURTHER RESOLVED, that Initial Study and Negative Declaration prepared to evaluate the potential environmental effects associated with the proposed text amendments is provided as Exhibit "A" to this resolution.

PASSED AND ADOPTED at a regular meeting of the Planning Commission of the City of Seaside, State of California, on the 7th of June, 2018 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Ralph Rubio, Mayor

Lesley Milton-Rerig, City Clerk



CITY OF SEASIDE
**Notice of Availability and Intent to
Adopt a Negative Declaration**

Project Title: Seaside Municipal Code Amendment No SMC 18-01
Lead Agency: City of Seaside
Project Location: Citywide
APN#: Citywide
Permit Type: Municipal Code Amendments

Project Description: The City of Seaside is proposing text amendments to the Seaside Municipal Code (SMC) by amending Chapters 10.32 and 17.34 of the Seaside Municipal Code (SMC) in order to amend regulations for the parking or placement of vehicles advertised for sale, hire, or rental citywide.

Public Review Period: Friday, April 20, 2018 through Wednesday, May 9, 2018.

Written Comments or questions should be sent to:

Beth Rocha, Associate Planner
City of Seaside
440 Harcourt Avenue
Seaside, CA 93955

Any person wishing to comment on this matter must submit such comments, in writing, to the City prior to the closing date on May 9, 2018. Public comments may also be entered into the public record on the amendments at the duly noticed public hearing dates when considered by the Planning Commission and City Council.

Negative Declaration

Notice is hereby given that the project described above has been reviewed in accordance with State of California Public Resources Code, the California Environmental Quality Act, the City of Seaside General Plan, and Title 17 of City of Seaside Municipal Code. Based on this review, a Proposed Negative Declaration is hereby made on this project. The reason for this determination is that the project will not result in significant adverse impacts to the environment. The Proposed Negative Declaration and Initial Study are on file at the Seaside Community Development Department, 440 Harcourt Avenue, Seaside, CA, 93955 (831) 899-6726 and on the City's website at <https://www.ci.seaside.ca.us/DocumentCenter/View/5484>

Public Hearing

The first public hearing on the proposed amendments and Negative Declaration will be held by Planning Commission on Wednesday, May 9, 2018 at 7:00 PM in the Seaside City Hall Council Chambers located at 440 Harcourt Avenue, Seaside, CA 93955. Subsequent review by the City Council has not yet been determined.

A handwritten signature in black ink, appearing to read "Beth Rocha", is written over a horizontal line.

Beth Rocha
Associate Planner

April 20, 2018

Date

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A. PROJECT DATA

1.	Project title:	Municipal Code Amendment No. SMC 18-01
2.	Lead agency name and address:	City of Seaside 440 Harcourt Avenue Seaside, CA 93950
3.	Contact person and phone number:	Beth Rocha, Associate Planner (831) 899-6728
4.	Date Prepared	April 12, 2018
5.	Project location:	City of Seaside County of Monterey, California. Regional Location Map is provided as Figure 1. General Plan Land Use Map for the City is provided as Figure 2.
6.	Project sponsor's name and address:	City of Seaside 440 Harcourt Avenue Seaside, CA 93955 (831) 899-6825
7.	General plan designation:	Citywide
8.	Zoning:	Citywide
9.	Description of project:	Text amendments to Chapters 10.32 (Stopping, Standing, Parking) and 17.34 (Parking and Loading).
10.	Surrounding land uses and setting:	Citywide
11.	Other public agencies whose approval is required	None

B. PROJECT DESCRIPTION

This document has been prepared to present project information and to evaluate the potential environmental effects of text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) that would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit "A" of the Initial Study.

The purpose of placing prohibitions on the parking of vehicles for hire, sale, or rental within the community is to address the following issues when vehicles are parked and/or stored within the public right-of-way and on private property:

1. The reduction in the amount of on-street parking for standard passenger vehicles in all zones,
2. The removal of visual blight, and
3. The removal of safety hazards that the parking of vehicles has established with respect to the lack of visibility on vehicular traffic and pedestrian accessibility.

The adoption of the proposed text amendments would also serve to enhance the visual character and quality of life within the community and to provide a safe, livable environment for both the citizens of Seaside and its visitors alike.

C. LEAD AGENCY

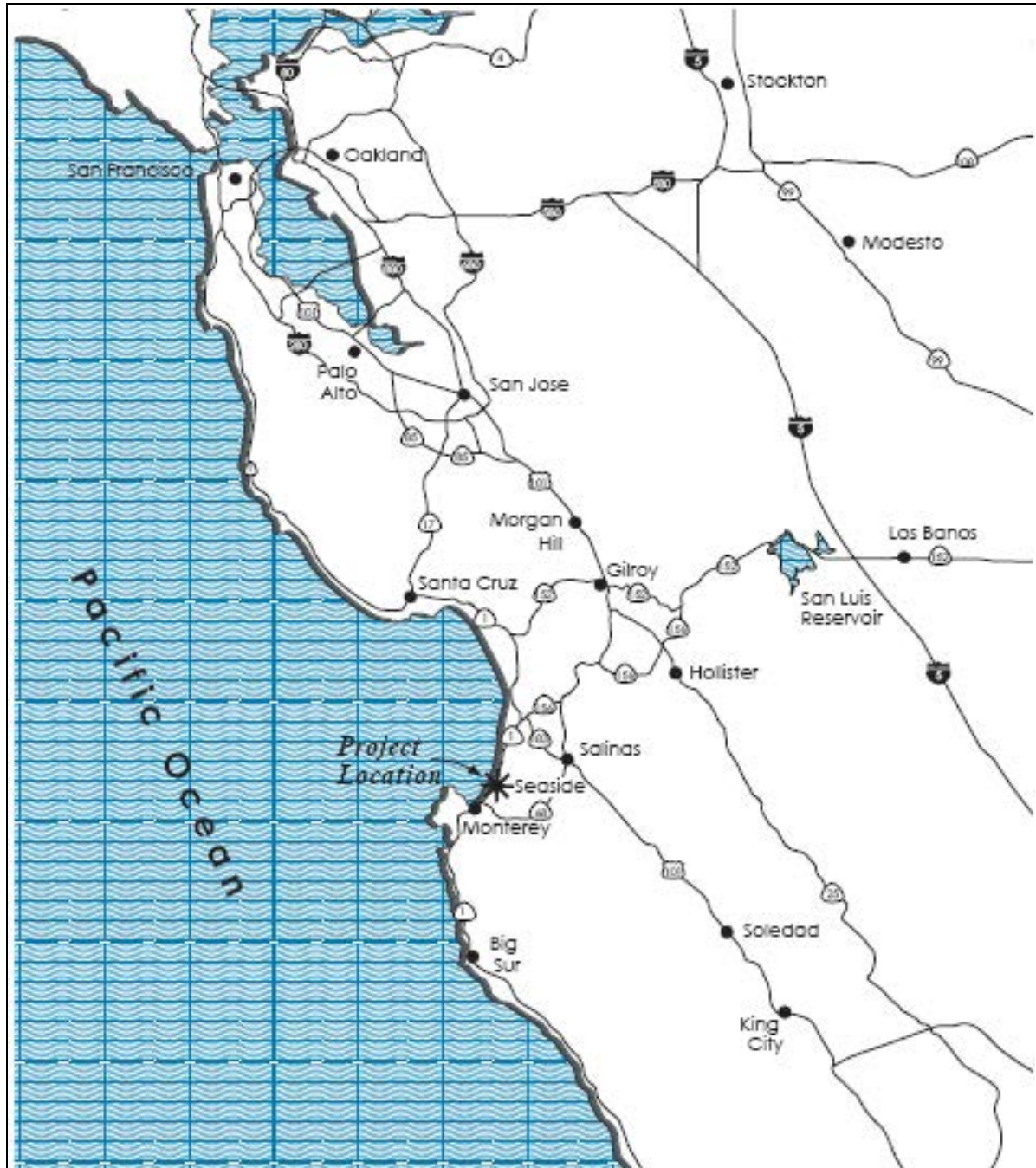
The Lead agency is the public agency with primary authority over a proposed project. The lead agency for the proposed text amendment is the City of Seaside. The contact person for the lead agency is:

Beth Rocha, Associate Planner
440 Harcourt Avenue
Seaside, CA 93955
Phone: (831) 899-6728
E-Mail: brocha@ci.seaside.ca.us

D. PROJECT LOCATION AND ENVIRONMENTAL SETTING

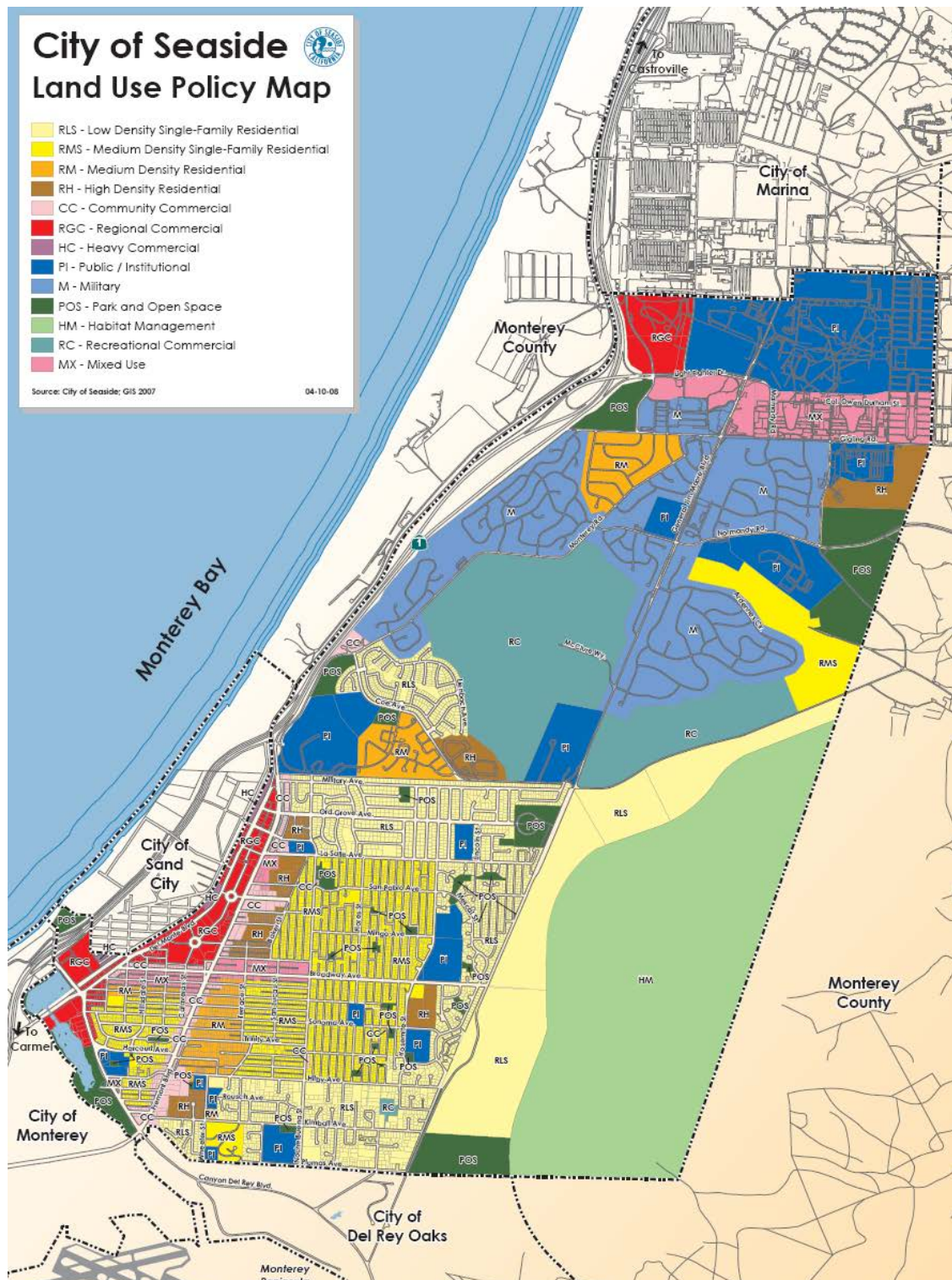
As shown on the Regional Location Map on Figure 1, the City of Seaside is situated on the Monterey Bay in western Monterey County in the northern portion of the Monterey Peninsula. The City's incorporated City Limit boundaries are surrounded by the cities of Monterey and Del Rey Oaks to the south, Sand City to the west, Marina to the north, and Monterey County to the east. Figure 2 depicts the City limit and General Plan Land Use Map of the community that would be applicable to by the proposed Text amendments. The community contains approximately 8 square miles of land. The incorporated lands are primarily developed with urban land uses (Residential, Commercial, Government/Quasi Public Uses) with no areas designated for agricultural uses. The proposed amendments will consist solely of text amendments and would not have any development proposed which would alter or modify the existing environmental setting of the City's municipal boundaries or that of a neighboring jurisdiction.

Figure 1 – Regional Location Map



Regional Location Map

Figure 2 – General Plan Land Use Map



E. ENVIRONMENTAL CHECKLIST

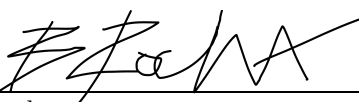
The Environmental Checklist is the analysis portion of this Negative Declaration. This section provides an evaluation of the potential environmental impacts of the project. The CEQA Guidelines require evaluation of the 17 environmental issues analyzed in this section, as well as the Mandatory Findings of Significance in Section 3.17. The environmental issues evaluated include the following:

- | | |
|--|--|
| ☐ Aesthetics | ☐ Land Use and Planning |
| ☐ Agricultural Resources | ☐ Mineral Resources |
| ☐ Air Quality | ☐ Noise |
| ☐ Biological Resources | ☐ Population and Housing |
| ☐ Cultural Resources | ☐ Public Services |
| ☐ Geology and Soils | ☐ Recreation |
| ☐ Greenhouse Gas Emissions | ☐ Transportation/Traffic |
| ☐ Hazards and Hazardous Materials | ☐ Utilities and Service Systems |
| ☐ Hydrology and Water Quality | |

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

- ☒ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- ☐ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- ☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- ☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- ☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.



Beth Rocha
Associate Planner

April 20, 2018
Date

F. EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures "Earlier Analyses," as described in (5) below, may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analysis Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.
- 7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:

- a) the significance criteria or threshold, if any, used to evaluate each question; and
- b) the mitigation measure identified, if any, to reduce the impact to less than significance

G. ENVIRONMENTAL CHECKLIST

1. AESTHETICS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista? (1,2)	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (1,2)	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of the site and its surroundings? (1,2)	☐	☐	☐	☒
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? (1,2)	☐	☐	☐	☒

Visual resource impacts are considered significant if a project has a “substantial demonstrable negative aesthetic effect.” Based on professional standards and practices, a project would normally be considered to have a significant impact if it would:

- Adversely affect a scenic vista;
- Damage scenic resources; or
- Degrade existing visual character; or
- Create a new source of light or glare.

Discussion – All Items 1(a-d)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, the implementation of the proposed text amendments will not directly or indirectly have a substantial adverse effect on a scenic vista or

damage scenic resource, degrade the existing visual character or quality of the community and its surroundings, or create new substantial light and glare. The proposed amendments would have the potential to result in a direct benefit to the visual character and safety of the Community by enabling the Seaside Police Department and the Vehicle Abatement Officers to issue parking citations and subsequently remove the type of vehicles identified as being restricted in the proposed text amendments from City streets, alleys, public-right-ways, and public lots. The presence of vehicles advertised for sale, or rental on City streets, alleys, right-of-ways, and publicly owned lots has been determined to be considered as visual blight and a public safety issue by the community. Therefore, the implementation of the proposed text amendments would provide a direct visual benefit to the overall livability and character of the community. (Seaside General Plan 2004, Land Use Element and Urban Design Element, Final Environmental Impact Report, Chapter 5.1 Aesthetics and Chapter 5.8 Land Use)

2. AGRICULTURAL AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment Projects; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (1,2)	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?(1)	☐	☐	☐	☒
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in public resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (3)	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use? (1)	☐	☐	☐	☒
e) Involve other changes in the existing environment, which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (1)	☐	☐	☐	☒

Discussion – All Items 2(a-e)

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The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendment. Therefore, the implementation of the proposed text amendments will not directly or indirectly convert prime farmland, unique farmland, or farmland of statewide importance to non-agricultural use. Additionally, there are no lands within the City of Seaside zoned for agricultural uses. (Seaside General Plan 2004, Land Use Element, Final Environmental Impact Report, Chapter 5.8, Land Use; Seaside Municipal Code, Title 17)).

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan? (1,2)	☐	☐	☐	☒
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation? (1,2)	☐	☐	☐	☒
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)? (1,2)	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations? (Source: MBUAPCD 2008a, 2008b; Ambient 2010) (1,2)	☐	☐	☐	☒
e) Create objectionable odors affecting a substantial number of people? (1,2)	☐	☐	☐	☒

The State CEQA Guidelines state that a project will result in a significant impact if it would:

- Conflict with or obstruct implementation of an air quality plan;
- Violate air quality standards;

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- Contribute a cumulatively considerable net increase of a criteria pollutant in a non-attainment area;
- Expose sensitive receptors to substantial pollutant concentrations;
- or Create odors affecting a substantial number of people.

Discussion – All items 3(a-e)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendment. Therefore, the implementation of the proposed text amendments will not have any direct or indirect impact to air quality nor have any conflict or obstruct the implementation of an applicable air quality plan, violate any air quality standard, result in considerable net increase of any criteria pollutant concentrations, or create objectionable odors affecting substantial number of people. (Seaside General Plan 2004, Conservation Element, Final Environmental Impact Report, Chapter 5.2 Air Quality)

4. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (1,2)	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (1,2)	☐	☐	☐	☒
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (1,2)	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (1,2)	☐	☐	☐	☒

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (1,2)	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (1,2)	☐	☐	☐	☒

The criteria used to evaluate the proposed project's impacts on wildlife resources were based on federal, state, and local requirements, regulations, and policies (including the federal Endangered Species Act, California Endangered Species Act, CEQA, and the California Fish and Game Code) along with records of resource scarcity and sensitivity. An impact is considered significant if it would:

- Adversely affect endangered, threatened, or rare species;
- Adversely affect the habitat of such species;
- Adversely affect wetlands under the jurisdiction of Section 404 of the Clean Water Act;
- Interfere with the movement of native resident or migratory species;
- Conflict with policies or ordinances protecting biological resources; or biological habitat management plan.

Discussion – All items 4 (a-f)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit "A" of the Initial Study.

The implementation of the proposed text amendments will not have direct or indirect substantial adverse effect on any species identified as a candidate, sensitive or special status species identified by the California Department of Fish and Wildlife Service. The text amendments will not have substantial adverse effect on riparian habitats, native resident, migratory fish, wildlife species or federally protected wetlands. The text amendments will not conflict with any local policies or ordinance protecting biological resource or provisions of an adopted Habitat Conservation Plan. (Seaside General Plan 2004, Conservation/Open Space Element, Final Environmental Impact Report, Chapter 5.3 Biological Resources)

5. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in 15064.5? (1,2)	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5? (1,2)	☐	☐	☐	☒
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature? (1,2)	☐	☐	☐	☒
d) Disturb any human remains, including those interred outside of formal cemeteries? (1,2)	☐	☐	☐	☒

A project is considered to result in a significant impact on cultural resources if it would:

- Adversely affect the significance of a historic resource;
- Adversely affect the significance of an archaeological resource;
- Destroy an unique paleontological resource or geological feature;
- Disturb any human remains.

Discussion – All items 5 (a-d)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendment. Therefore, the proposed text amendment will not cause substantial direct or indirect adverse change in the significance of a historical resource or archaeological resource. The text amendment will not directly or indirectly destroy unique paleontological resource or disturb any human remains. (Seaside General Plan 2004, Land Use Element).

6. GEOLOGY AND SOILS.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving: (1,2)				

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Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Source:) Refer to Division of Mines and Geology Special Publication 42. (1,2)	☐	☐	☐	☒
ii) Strong seismic ground shaking? (1,2)	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction? (1,2)	☐	☐	☐	☒
iv) Landslides? (1,2)	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil? (1,2)	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (1,2)	☐	☐	☐	☒
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (1,2)	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (1,2)	☐	☐	☐	☒

The proposed project would have a significant impact to the environment if it would:

- Expose people or structures to risk of loss, injury, or death from (1) earthquake, (2) strong seismic ground shaking, (3) seismic-related ground failure including liquefaction or (4) landslides;
- Result in substantial soil erosion or loss of topsoil;
- Be located on unstable soil; or
- Have soils incapable of supporting septic system use.

Discussion – All items 6(a-e)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendment. Therefore, the proposed text amendment will not expose people to or structures to potential substantial adverse effects, including the risk of injury or death.

The amendment will not result in substantial soil erosion, loss of top soil, landslide, and liquefaction or destroy unique paleontological resource. Seaside General Plan 2004, Safety Element, Final Environmental Impact Report, Chapter 5.5 Geology and Soils)

7. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (1,2)	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (1,2)	☐	☐	☐	☒

The proposed project would have a significant impact to the environment if it would:

Discussion – All items 7(a-b)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendment. Therefore, the proposed text amendment will not generate any greenhouse gases and will not conflict with an applicable plan policy or regulation adopted to reduce greenhouse gases. (Seaside General Plan 2004, Conservation Element, Final Environmental Impact Report, Chapter 5.2 Air Quality)

8. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (1,2)	☐	☐	☐	☒

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (1,2)	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mile of an existing or proposed school? (1,2)	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (1,2)	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area? (1,2)	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area? (1,2)	☐	☐	☐	☒
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (1,2)	☐	☐	☐	☒
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands? (1,2)	☐	☐	☐	☒

A project is considered to result in a significant impact if it would:

- Create a public health hazard through the transport, use or disposal of hazardous materials;
- Create a public hazard through upset or accident involving release of hazardous materials;
- Emit hazardous emissions or involve handling hazardous materials within on-quarter mile of an existing or proposed school;
- Be located on a site that is listed as hazardous by CAL-EPA;
- Result in safety hazards near a public or public-use airport or private airstrip;
- Impair implementation of an adopted emergency response or evacuation plan;
- Expose people or structures to risk, loss, injury, or death involving wildland fires.

Discussion – All items 8(a-h)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale,

or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendment. Therefore, the proposed text amendment to the Municipal Code will not create any direct or indirect hazard to the public or environment from hazardous materials, emit hazardous emissions, interfere with an adopted emergency response plan or expose people or structures to wildland fires. The amendment will not result in a safety hazard for people residing or working in a public airport or private airstrip. (Seaside General Plan 2004, Safety Element, Final Environmental Impact Report, Chapter 5.6 Hazards)

9. HYDROLOGY AND WATER QUALITY

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements? (1,2)	☐	☐	☐	■
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)? (1,2)	☐	☐	☐	■
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site? (1,2)	☐	☐	☐	■
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site? (1,2)	☐	☐	☐	■
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (1,2)	☐	☐	☐	■
f) Otherwise substantially degrade water quality? (1,2)	☐	☐	☐	■
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map? (1,2)	☐	☐	☐	■

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
h) Place within a 100-year flood hazard area structures, which would impede or redirect flood flows? (1,2)	☐	☐	☐	■
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam? (1,2)	☐	☐	☐	■
j) Inundation from seiche, tsunami, or mudflow? (1,2)	☐	☐	☐	■

The project would significantly impact the environment if it would:

- Violate any water quality standards or water discharge requirements;
- Substantially deplete groundwater supplies or interfere groundwater recharge;
- Substantially alter the existing drainage patterns resulting in a substantial increase in erosion or surface runoff and causing flooding;
- Create or contribute to runoff that exceeds drainage system capacity;
- Otherwise substantially degrade water quality;
- Place housing within a 100-year flood hazard area;
- Impeded or redirect food flows within a 100-year flood hazard area;
- Expose people or structures to a significant risk of loss, injury or death from flooding;
- Result in inundation by seiche, tsunami, or mudflow;

Discussion – All Items 9(a-j)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendment. Therefore, the text amendment will not violate any water quality standards, substantially deplete groundwater supplies, alter any existing drainage pattern, create or contribute runoff water, or degrade water quality, place housing within a 100-year flood zone or expose people or structures to significant risk or injury or death involving flood. (Seaside General Plan 2004, and Use Element, Final Environmental Impact Report, Chapter 5.5 Geology Soils).

10. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community? (1,2,3)	☐	☐	☐	☒
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect? (1,2,3)	☐	☐	☐	☒
c) Conflict with any applicable habitat conservation plan or natural community conservation plan? (1,2)	☐	☐	☐	☒

Land use impacts are considered significant if the project would:

- Physically divided an established community or be incompatible with existing land uses;
- Conflict with land use plans, policies, or regulations;
- Conflict with Habitat Conservation Plans or other types of approved biological habitat management plans.
-

Discussion – All items 10 (a-c)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. The proposed text amendments will result in providing additional parking for residents, consumers, and visitors to the City and would not result in the alteration of the existing roadways and associated roadway classifications identified within the current 2004 General Plan for the City of Seaside. If approved, the text amendments will be consistent with the City’s General Plan and Municipal Code. Therefore, the text amendments will not directly or indirectly divide an established community or conflict with any applicable habitat conservation plan. (Seaside General Plan 2004, Land Use Element, Final Environmental Impact Report, Chapter 5.8 Land Use).

11. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact

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Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (1,2)	☐	☐	☐	■
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (1,2)	☐	☐	☐	■

A project will normally have a significant effect on the environment if it will:

- Result in the loss of a known mineral resource;
- Result in the loss of availability of a locally important mineral resource identified in an approved land use plan.

Discussion – All items 11(a-b)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, no mineral resources would be removed as part of this project nor would any activities related to the project come in conflict with a known renewable or other resources conservation plan. (Seaside 2004 General Plan, Land Use Element)

12. NOISE

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (1,2)	☐	☐	☐	■
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels? (1,2)	☐	☐	☐	■
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project? (1,2)	☐	☐	☐	■

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project? (1,2)	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (1,2)	☐	☐	☐	☒
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels? (1,2)	☐	☐	☐	☒

A project is considered to result in a significant impact if it would:

- Expose persons to noise levels exceeding established standards;
- Expose persons to excessive ground borne vibration;
- Substantially increase ambient noise (temporary, periodic, or permanent);
- Expose people to excessive noise near a public-use airport or private airstrip.

Discussion – All items 12(a-f)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, the text amendments will not expose the public to any noise levels in excess of standards established in the City’s Noise Ordinance (Seaside General Plan 2004, Noise Element; Final Environmental Impact Report, Chapter 5.9 Noise)

13. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (1,2)	☐	☐	☐	☒
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere? (1,2)	☐	☐	☐	☒
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere? (1,2)	☐	☐	☐	☒

Population and housing impacts are considered significant if the project:

- Induces substantial growth; or
- Expose persons to excessive ground borne vibration;
- Displaces a substantial number of existing housing units or people, necessitating construction of replacement housing.

Discussion – All items 13(a-c)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, no changes to any existing housing or population centers will occur upon implementation of the proposed text amendments, nor will the text amendments induce substantial population growth or displace existing housing or people. (Seaside General Plan 2004, Land Use and Housing Element; Final Environmental Impact Report, Chapter 5.2 Air Quality)

14. PUBLIC SERVICES

Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				

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Would the project result in:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Fire protection? (1,2)	☐	☐	☐	■
b)	Police protection? (1,2)	☐	☐	☐	■
c)	Schools? (1,2)	☐	☐	☐	■
d)	Parks? (1,2)	☐	☐	☐	■
e)	Other public facilities? (1,2)	☐	☐	☐	■

A project will normally have a significant impact on the environment if it will:

- Result in substantial adverse physical effects from the construction of new or altered governmental facilities needed to maintain acceptable service ratios, response times or other performance objectives for: (1) fire protection, (2) police protection, (3) schools, (4) parks, or (5) other public services.

Discussion – All items 14(a-e)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, the proposed text amendments will not result in any direct or indirect adverse physical impacts associated with the need to provide any new or physically altered government facilities or services. (Final Environmental Impact Report, Chapter 5.11 Public Services and Utilities).

15. RECREATION

Would the project:		Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a)	Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (1,2)	☐	☐	☐	■

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? (1,2)	☐	☐	☐	☒

Recreation impacts are considered significant if a project:

- Creates a “conflict with established recreational, educational, religious, or scientific uses of the area;”
- Increases the use of existing local and regional parks, resulting in physical deterioration;
- Results in substantial adverse physical effects from construction of new or altered recreational facilities.

Discussion – All items 15(a-b)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, the proposed text amendments would not result in a direct or indirect need to expand or physically alter its recreational facilities and parks in the community, (Seaside 2004 General Plan, Conservation/Open Space Element)

16. TRANSPORTATION/TRAFFIC

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit? (1,2)	☐	☐	☐	☒

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads of highways? (1,2)	☐	☐	☐	☒
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks? (1,2)	☐	☐	☐	☒
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (1,2)	☐	☐	☐	☒
e) Result in inadequate emergency access? (1,2)	☐	☐	☐	☒
f) Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities? (1,2)	☐	☐	☐	☒

A project results in a significant impact if it would:

- Substantially increase traffic relative to existing load capacity;
- Exceed an established level-of-service standard;
- Result in a change of air traffic patterns;
- Substantially increase hazards due to design or incompatible uses;
- Result in inadequate emergency access;
- Result in inadequate parking capacity;
- Conflict with adopted alternative transportation policies, plans or programs.

Discussion – All items 16(a-f)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, the proposed text amendments would not result in a net increase in traffic or parking demand in the community, nor would it reduce the number of existing parking spaces within the study area. (Seaside 2004 General Plan, Circulation Element; Final Environmental Impact Report, Chapter 5.12 Transportation).

17. UTILITIES AND SERVICE SYSTEMS

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board? (1,2)	☐	☐	☐	☒
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (1,2)	☐	☐	☐	☒
c) Require or result in the construction of new stormwater drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects? (1,2)	☐	☐	☐	☒
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed? (1,2)	☐	☐	☐	☒
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (1,2)	☐	☐	☐	☒
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs? (1,2)	☐	☐	☐	☒
g) Comply with federal, state, and local statutes and regulations related to solid waste? (1,2)	☐	☐	☐	☒

A project will normally have a significant effect on the environment if it will:

- Fail to comply with wastewater treatment requirements of a Regional Water Quality Control Board;
- Require or result in the construction of new or expanded water or wastewater treatment facilities;
- Require or result in the construction of new or expanded storm water drainage facilities;
- Exceed existing water supplies;
- Exceed existing wastewater capacity;
- Exceed existing landfill capacity;
- Conflict with federal, state, and local statutes and regulations related to solid waste.

Discussion – All items 17(a-g)

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said

property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit “A” of the Initial Study.

There is no development associated with the proposed text amendments. Therefore, the proposed text amendments will not exceed wastewater treatment requirements, have cause for the construction of new storm water drainage facilities, produce solid waste, or have an adverse impact to utilities and service systems. (Seaside 2004 General Plan, Conservation Element; Final Environmental Impact Report, Chapter 511 Public Services and Utilities)

18. MANDATORY FINDINGS OF SIGNIFICANCE

Does the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☐	☒
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	☐	☐	☐	☒
c) Have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☐	☒

Impacts are considered significant if a project has the potential to:

- Degrade the quality of the environment;
- Substantially reduce, restrict or threaten to eliminate wildlife habitat;
- Eliminate important examples of major California history or prehistory;
- Introduce “Cumulatively Considerable” impacts; or
- Cause environmental effects that cause substantial adverse effects on human beings, directly or indirectly.

Discussion – All items

The proposed text amendments to the Seaside Municipal Code (SMC) amending Chapter 10.32 (Stopping, Standing, Parking) and Chapter 17.34 (Parking and Loading) would include text amendments to Section 10.32.070(A., B. and E.) that would serve to A.) prohibit the parking or placement of vehicles advertised for sale, or rental upon any street, alley, public right-of-way, or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public, B.) allow for the city to place signs restricting parking in zones not explicitly named in section A., and E.) refers the reader to 17.34.030.C for regulations pertaining to the display of vehicles for hire, sale, or rental on private property. Text amendments to SMC Chapter 17.34, Section 17.34.030 (C., C.1 and C.2) that would serve to: C.) allow for the parking or placement of vehicles for hire, rental or sale on private property as follows: C.1) In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and

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C.2) In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location. The proposed text amendments are provided as Exhibit "A" of the Initial Study.

There is no development associated with the proposed text amendments. The proposed text amendments will not degrade the quality of the environment, reduce the habitat or population of fish and wildlife species, eliminate plant or animal community, or eliminate important examples of California history or prehistory. The amendments will not have any impacts that are individually limited but cumulatively considerable or cause substantial adverse effects on human beings, either directly or indirectly.

H. SOURCES

1. City of Seaside 2004 General Plan
<http://www.ci.seaside.ca.us/index.aspx?page=191#GeneralPlan>
2. City of Seaside Final Environmental Impact Report
<http://www.ci.seaside.ca.us/Modules/ShowDocument.aspx?documentid=592>
3. City of Seaside, 2012 Municipal Code
<http://www.municode.com/library/CA/Seaside>

Exhibit "A"

Proposed Text Amendments

- (Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline)

1. Amend Title 10, Section 10.32.070 to read as follows:

SECTION 10.32.070 ADVERTISING VEHICLES FOR SALE PROHIBITED – IMPOUNDMENT OF VEHICLES.

- A. ~~It shall be lawful~~ **No person shall park or place a vehicle advertised for sale, or rental upon any street, alley, right-of-way or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public institutional.** ~~to display one sign advertising a vehicle for sale on the vehicle offered upon any street subject to the following condition: no person may advertise any vehicle which they do not own and may advertise no more than one vehicle in this manner at any one time.~~
- B. When authorized signs are in place giving notice thereof, no person shall park any vehicle displaying a sign indicating the vehicle is for sale on any street, alley, public parking lot or other public property **in areas not explicitly identified in section A., above.**
- C. Violation of this section shall be an infraction.
- D. The chief of police may order the removal of any vehicle parked or left standing in violation of this section in accordance with Section [22651.9](#) of the California Vehicle Code. The chief of police shall cause all of the notices as provided in Section [22852](#) of the California Vehicle Code to be given. (Ord. [894](#) § 2, 2001; Ord. [891](#) § 2, 2001; Ord. [371](#), 1970; Ord. 17, 1955; prior code § 9-270(c))
- E. **Display of vehicles for hire, sale , or rental on private property is regulated in 17.34.030.C (Vehicles for sale).**

2. Amend Title 17, Section 17.34.030 to read as follows:

C. Vehicles for sale. ~~No vehicle, trailer, or other personal property shall~~ **A vehicle may** be parked or placed on private property for the purpose of displaying the vehicle, ~~trailer, or other personal property~~ for hire, rental, or sale, ~~unless the applicable zone allows the use, and the person or business at that location is licensed to sell vehicles, trailers, or other personal property, except as follows~~ **as follows**:

1. In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and

2. In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SEASIDE, STATE OF CALIFORNIA,

TO ADOPT TEXT AMENDMENTS TO THE SEASIDE MUNICIPAL CODE TO SECTION 10.32.070 AND SECTION 17.34.030 OF THE SEASIDE MUNICIPAL CODE IN ORDER TO AMEND REGULATIONS FOR THE PARKING OR PLACEMENT OF VEHICLES ADVERTISED FOR SALE, HIRE, OR RENTAL CITY WIDE.

THE CITY COUNCIL OF THE CITY OF SEASIDE DOES ORDAIN AS FOLLOWS:

Section 1. General Purpose and Findings. The purpose of this Ordinance is to consider the following text amendments to the Seaside Municipal Code (S.M.C.):

- A. A text amendment to S.M.C Chapter 10.32 amending Section 10.32.070 that would regulate the parking of vehicles advertised for sale, or rental upon any street, alley, right-of-way or publicly owned lot adjacent to any property zoned commercial, mixed us, park & open space or public institutional; and
- B. A text amendment to S.M.C Chapter 17.34 amending Section 17.34.030 that would regulate parking of vehicles advertised for sale, or rental upon private property.

Section 2. Whereas, the Traffic Advisory Committee of the City of Seaside held a meeting on the parking conditions related to vehicles for sale being parked on City streets and determined that additional measures and regulations are necessary to prohibit the parking of vehicles for sale, hire, or rental within the community and citywide.

Section 3. The City Council directed City staff to prepare an Initial Study and proposed Ordinance for the City Council's consideration in order to amend regulations for the parking or placement of vehicles advertised for sale, hire, or rental citywide.

Section 4. Pursuant to the requirements of the California Environmental Quality Act Section 21000 et seq. and State CEQA Guidelines Section 15070 through 15075, an Initial Study/Negative Declaration has been circulated for a 20-day public review beginning on Friday, April 20, 2018 and ending on Wednesday, May 9, 2018, and is made a part of the Ordinance by reference;

Section 5. The Seaside City Council may initiate an amendment to the Seaside Municipal Code in accordance with S.M.C. Section 2.02.380.

Section 6. On May 23, 2016, the Planning Commission of the City of Seaside held a duly noticed public hearing to consider the adoption of the text amendments described under Section 1. Following the closure of the public hearing, the Planning Commission adopted Resolution No. 18-xx recommending approval of this Ordinance to the City Council.

Section 7. It is the responsibility of the City Council to consider and weigh the merits of the Initial Study/Negative Declaration and text amendments in relation to the policies, standards and intent of the Seaside General Plan and Seaside Municipal Code in making its determination on the proposed text amendments to the Seaside Municipal Code.

Section 8. At a duly noticed public hearing held on June 7, 2018, the City Council considered both oral comments and written information concerning the proposed Negative Declaration and text amendments.

Section 9. At a duly noticed public hearing held on June 7, 2018, the City Council hereby adopts the following findings in support of its action to adopt the proposed Negative Declaration for the proposed text amendments:

1. The proposed text amendments to Chapter 10 and Chapter 17 of the Seaside Municipal Code are consistent with the goals and policies of all elements of the General Plan; and
2. The proposed amendments would not be detrimental to the public interest, health, safety, convenience, or welfare of the City; and
3. The proposed amendments are internally consistent with other applicable provisions of the Seaside Municipal Code.

Section 10. At a duly noticed Public Hearing on June 7, 2018, the City Council adopts the first reading of the following text amendments for the proposed text amendment:

Proposed Text Amendments

- (Text proposed to be deleted is listed with strikethrough (~~Strikethrough~~) and text proposed to be added is listed in **bold** with an underline (Underline)

1. Amend Title 10, Section 10.32.070 to read as follows:

SECTION 10.32.070 ADVERTISING VEHICLES FOR SALE PROHIBITED – IMPOUNDMENT OF VEHICLES.

A. ~~It shall be lawful~~ **No person shall park or place a vehicle advertised for sale, or rental upon any street, alley, right-of-way or publicly owned lot adjacent to any property zoned commercial, mixed use, park & open space or public institutional.** ~~to display one sign advertising a vehicle for sale on the vehicle offered upon any street subject to the following condition: no person may advertise any vehicle which they do not own and may advertise no more than one vehicle in this manner at any one time.~~

- B. When authorized signs are in place giving notice thereof, no person shall park any vehicle displaying a sign indicating the vehicle is for sale on any street, alley, public parking lot or other public property **in areas not explicitly identified in section A., above.**
- C. Violation of this section shall be an infraction.
- D. The chief of police may order the removal of any vehicle parked or left standing in violation of this section in accordance with Section [22651.9](#) of the California Vehicle Code. The chief of police shall cause all of the notices as provided in Section [22852](#) of the California Vehicle Code to be given. (Ord. [894](#) § 2, 2001; Ord. [891](#) § 2, 2001; Ord. [371](#), 1970; Ord. 17, 1955; prior code § 9-270(c))
- E. **Display of vehicles for hire, sale , or rental on private property is regulated in 17.34.030.C (Vehicles for sale).**

2. Amend Title 17, Section 17.34.030 to read as follows:

C. Vehicles for sale. ~~No vehicle, trailer, or other personal property shall~~ **A vehicle may** be parked or placed on private property for the purpose of displaying the vehicle, ~~trailer, or other personal property~~ for hire, rental, or sale, ~~unless the applicable zone allows the use, and the person or business at that location is licensed to sell vehicles, trailers, or other personal property, except as follows~~ **as follows:**

1. In residential zones (single-family and multi-family), up to two vehicles are permitted to be on the property provided the registered owner of the vehicle must occupy the dwelling unit as their principal residence; and

2. In nonresidential zones, a vendor may display vehicles for hire, sale, or rental on private property when said property is zoned and developed for such use and the vendor is licensed to transact such use at that location.

Section 11. Effective Date. This Ordinance shall become effective thirty (30) days after its final passage and adoption at a duly noticed public hearing for the second reading of the proposed text amendments.

NOW, THEREFORE BE IT FURTHER RESOLVED, the City Clerk shall certify to the adoption of this Ordinance.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside, State of California, on the 21th day of June, 2016, by the following vote:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

Ralph Rubio, Mayor

ATTEST:

Lesley Milton-Rerig, City Clerk



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.A.

TO: City Council

FROM: Craig Malin, City Manager

BY: Kurt Overmeyer, Economic Development Manager

DATE: June 7, 2018

**SUBJECT: DISCUSSION OF FINDINGS OF FISCAL ANALYSIS OF A
COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY
(CRIA) AND CONSIDERATION OF CONTRACT AMENDMENT
WITH KOSMONT AND ASSOCIATES, INC. TO COMPLETE THE
REMAINING STEPS IN THE FORMATION OF A CRIA.**

PURPOSE & RECOMMENDATION

To discuss the findings of fiscal analysis of a potential Community Revitalization and Investment Authority and the subsequent steps required to implement a district. The consultant team, Kosmont Company, Inc. have completed the fiscal analysis and have facilitated discussions with taxing entities. Also being considered is the required amendment to the consultant contract.

BACKGROUND

In 2017, the City engaged Kosmont Company, Inc. to analyze the potential to implement a Community Revitalization and Investment Authority (CRIA) or an Enhanced Infrastructure Financing District (EIFD) in Seaside. The consultant has completed the analysis and assisted the City in facilitating conversations with Monterey County elected officials and staff.

Key Findings:

- A significant portion of Seaside qualifies for a CRIA.
- A CRIA would serve as a key financial vehicle for infrastructure and affordable housing.
- A CRIA would benefit both the City and the County in the long run.
- A CRIA would be most effective with County participation and should be used to leverage complementary funding sources.
- The County would receive roughly \$40M in additional revenue by participating in a CRIA over the life of the district.
- A CRIA could fund over \$400M in infrastructure projects over the life of the district.

- Could preserve the FORA Tax Increment formula for an additional 45 years.
- Would accelerate development resulting in greater general revenues over the lifetime of the district.
- Improves regional competitiveness for federal/state grant funds.

Remaining Steps:

In order to implement a CRIA, the City will need to conduct outreach to the County, landowners, stakeholders, and other taxing entities, determine the final boundaries, and develop tax increment and revenue formulas with participating taxing entities (mostly County). The City and the consultant must also develop a draft CRIA plan outlining the goals of the district. The City and any participating taxing entities will then be required to hold three public hearings with at least 30 days in between each hearing. Property owners and residents then have an opportunity to protest the implementation of the plan and an election is held if between 25% and 50% protest. Once these steps are complete, the new authority is formed and is tasked with implementing the plan.

Contract Amendment:

Kosmont and Companies completed the lion's share of the work already, however, the development of a final plan and negotiations with the County and other taxing entities will require some additional support. Translating the fiscal analysis into a carefully considered plan will and providing support through the various meetings and hearings required to bring the project to completion will take a minimum of 6 months and require an additional consulting budget of \$29,500. This has been budgeted as part of the 18/19 FY budget.

FISCAL IMPACT

The fiscal impact of moving this project forward is \$29,500.

ATTACHMENTS

1. Draft Resolution
2. Kosmont Work Plan - Seaside CRIA 5-29-18

Reviewed for Submission to the
City Council by:



Craig Malin, City Manager

RESOLUTION NO. 18-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SEASIDE

AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF SEASIDE AND KOSMONT COMPANIES TO COMPLETE THE COMMUNITY REVITALIZATION AND INVESTMENT AUTHORITY PLAN

WHEREAS, The City of Seaside desires to create a Community Revitalization and Investment Authority; and

WHEREAS, the creation of a Community Revitalization and Investment Authority will result in improved infrastructure, additional development and increased availability of affordable housing; and

WHEREAS, Kosmont Companies, Inc. has the required experience and expertise to assist in the creation of a Community Revitalization and Investment Authority Plan; and

WHEREAS, the City desires to retain Kosmont Companies, Inc. to complete the Community Revitalization and Investment Authority Plan and other tasks associated with the adoption of the plan.

NOW, THEREFORE, BE IT RESOLVED that the City of Seaside authorizes the City Manager to execute a contract for an amount not to exceed \$29,500 to complete the remaining tasks in the formation of a Community Revitalization and Investment Authority.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Seaside duly held on the 7th day of June 2018 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Ralph Rubio, Mayor
City of Seaside

ATTEST:

Lesley Milton-Rerig, City Clerk

Memorandum

To: Kurt Overmeyer, Economic Development Program Manager, City of Seaside

From: Ken K. Hira, Executive Vice President, Kosmont Companies
Joseph Dieguez, Senior Vice President, Kosmont Companies

Date: May 29, 2018

Subject: **Work Plan for Economic Development Services – CRIA**

III. BACKGROUND

Kosmont Companies (“Kosmont”) was originally retained in April 2017 by the City of Seaside (“City”) to evaluate the feasibility of an Enhanced Infrastructure Financing District (“EIFD”) and/or Community Revitalization and Investment Authority (“CRIA”) for the funding and financing of key infrastructure, affordable housing, and other improvements in support of targeted economic development objectives. Kosmont evaluated advantages and disadvantages of EIFD versus CRIA, analyzed potential boundary alternatives based on CRIA qualification criteria, prepared required tax increment analysis and related financial analysis, outlined a roadmap and timeline for district formation and implementation, and presented findings to the Seaside City Council.

Kosmont additionally initiated efforts for formation and implementation, including preparation of required fiscal impact analysis and participation in outreach to potential taxing entity partners, with emphasis on the Fort Ord Reuse Authority (“FORA”) and County of Monterey (“County”). In consideration of the complexities associated with incorporating FORA and the County as potential partners, the City and Kosmont have determined that additional outreach and negotiations will be necessary to achieve successful district implementation. Kosmont proposes the following Work Plan accordingly.

II. WORK PLAN OUTLINE

Task 1: Stakeholder Outreach / Negotiations

Kosmont will prepare and participate in further outreach to public and private sector entity stakeholders, including:

- City Council
- County Administrative Office
- County Auditor-Controller / Treasurer / Tax Collector / Property Tax Manager
- County Board of Supervisors
- State Board of Equalization / Department of Tax and Fee Administration
- Major CRIA area developers, property owners, and/or registered voters.

Kosmont will assist with preparation and presentation of CRIA analysis summary materials as appropriate. Based on continued stakeholder outreach, Kosmont will refine tax increment projections and related funding and financing analysis, in order to reflect proposed participating taxing entity tax increment dedications and supplementary funding sources and financing mechanisms. Kosmont will assist with final determination of CRIA boundaries and governing CRIA board composition.

Task 2: CRIA Plan Outline and Financial Components

Kosmont will prepare a CRIA Plan document template to be populated by City staff in collaboration with Kosmont and appropriate third-party consultants (e.g. special counsel, engineering / environmental consultants). The CRIA Plan template will include a table of contents and delineated sections for required information pursuant to Government Code Title 6, Division 4, Section 62003, including:

- a) A statement of the principal goals and objectives of the plan, including territory to be covered by the plan.
- b) A description of the deteriorated or inadequate infrastructure within the area and a program for construction of adequate infrastructure or repair or upgrading of existing infrastructure.
- c) A housing program that shall include (i) the amounts that will be available in the low and moderate income housing fund, (ii) estimates of the number of new, rehabilitated, or price restricted residential units to be assisted, (iii) a description of how the program will implement the requirements for expenditures of funds in the low and moderate income housing fund, and (iv) estimates of the number of units, if any, to be developed by the authority for very low, low-, and moderate-income households.
- d) A program to remedy or remove a release of hazardous substances, if applicable.
- e) A program to provide funding for or otherwise facilitate the economic revitalization of the area.
- f) A fiscal analysis setting forth the projected receipt of revenue and projected expenses over a five-year planning horizon, including the potential issuance of bonds backed by tax increment during the term of the plan.
- g) Time limits that govern issuance of bonds / loans and repayment/fulfillment of debts and obligations.
- h) A determination that the community revitalization investment area complies with appropriate qualification criteria.

Kosmont will assume primary responsibility for drafting contents related to financial analysis, and Kosmont will assist City staff and third-party consultants, as appropriate, with preparation of other required components of the CRIA Plan.

Task 3: Required Public Hearings

Kosmont will participate in the three (3) public hearings required to be held by the CRIA governing board prior to adoption of the CRIA Plan and formation of the CRIA.

III. BUDGET AUTHORIZATION

The compensation for Tasks 1 and 2 is estimated below for professional services (hourly) fees at Consultant's billing rates as shown on Attachment A.

Task	Estimated Budget
1. Stakeholder Outreach / Negotiations	\$10,500
2. CRIA Plan Outline and Financial Components	\$10,500
3. Required Public Hearings	\$ 8,500
Estimated Total Professional Services (Hourly) Fees	\$29,500

Task budgets may be re-allocated between tasks as deemed appropriate by Consultant in order to adequately provide services to City. Budget may be increased by City request at any point in time. Kosmont requests that City generate an Agreement to authorize this Work Plan and Budget for execution by City and Kosmont. Thank you.

ATTACHMENT A

Kosmont Companies 2018 Public Agency Fee Schedule

Professional Services

President & CEO	\$345.00/hour
Executive Vice President	\$325.00/hour
Partner/Senior Vice President/Senior Consultant	\$305.00/hour
Vice President/Associate	\$195.00/hour
Project Analyst/Project Research	\$165.00/hour
Assistant Project Analyst/Assistant Project Manager	\$125.00/hour
GIS Mapping/Graphics Service	\$ 95.00/hour
Clerical Support	\$ 60.00/hour

- Additional Expenses

In addition to professional services (labor fees):

- 1) An **administrative fee** for in-house copy, fax, phone and postage costs will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Companies professional service fees incurred; **plus**
- 2) **Out-of-pocket expenditures**, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) If Kosmont retains **Third Party Vendor(s)** for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 4) Consultant's **attendance or participation at any public meeting** requested by Client will be billed at the professional services (hourly) fees as shown on this Attachment A.

- Charges for Court/Deposition/Expert Witness-Related Appearances

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

Rates shall remain in effect until December 31, 2018.



**CITY OF SEASIDE
STAFF REPORT**

Item No.: 10.B.

TO: City Council

BY: Craig Malin, City Manager

DATE: June 7, 2018

**SUBJECT: TO DISCUSS AND APPROVE THE CREATION OF CITY COUNCIL
LIAISONS TO BOARDS, COMMISSIONS AND COMMITTEES**

PURPOSE & RECOMMENDATION

To discuss and approve the outlining structure for the creation of City Council Liaisons to Boards, Commissions and Committees.

BACKGROUND

Boards and Commissions are established in order to provide independent recommendations to Council and in some instances, to make independent decisions and take administrative actions. The Boards and Commissions play an important role by being visible in the community and bringing a broad representation of community input into the City process.

Many cities have assigned Council Liaisons as a way to have direct communication with advisory bodies or with community organizations to answer questions pertaining to Council priorities and policy guidance.

During the April 5, 2018 City Council Meeting, Council Member Campbell requested to agendaize for action assigning Council liaison to Boards and Commissions. The City Council discussed this idea on May 3, 2018 and requested staff return with a structure for approval.

Staff is recommending the City Council approve the attached procedures for establishing Council Liaisons, or make amendments as the Council may best determine.

ATTACHMENTS

1. Council Liaison Procedures

Reviewed for Submission to the
City Council by:

Meeting Date: June 7, 2018



Craig Malin, City Manager



POLICY FOR COUNCIL LIAISON TO BOARDS, COMMISSIONS AND COMMITTEE

INTENT

To honor advisory body deliberations, views and positions on issues, and enhance communications between the City Council and advisory bodies.

APPOINTMENT

Appointment as a Council Liaison is made on a volunteer basis with City Council consensus. Council Members shall make requests known to serve as a Liaison to their fellow City Council members at the City Council Meeting which precedes the City Council Meeting in which the appointment is agendaized for City Council consensus.

ROLE

Council Liaisons do not serve as ex-officio members of the advisory bodies, and shall neither sit with the membership at meetings nor engage in prolonged debate or discussion at meetings. Council liaisons shall serve to gain a better understanding of the issues considered by the advisory body and communicate Council goals, as they may apply.

COMMUNICATION

A Council Liaison shall not take part in the deliberations of the commission. The purpose of the Liaison assignment is to facilitate communication and goodwill between the Council and advisory body. The Council Liaison must remain vigilant to the need to maintain their position as an impartial decision maker consistent with due process expectations, such that any official decision which may originate in an advisory body may have a fair and impartial hearing if it comes before the City Council.

ATTENDANCE

Attendance is not mandatory but is encouraged to the extent the Liaison is generally aware of advisory body practices and issues which come before it.